The Bombay Gazette.

No. 4,929. NEW SERIES.] BOMBAY: MONDAY, OCTOBER 24, 1864. Annual Subscription in advance...RUPEES FIFTY-TWO.

THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

For a year in advance, delivered in Town ..... Rs. 52 0
including postage.
For half a year in advance, delivered in Town ..... „ 26 0
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including postage.
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Single Copy for Cash ..... „ 0 4
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DOMESTIC OCCURRENCES.

The charge for notifying a Domestic Occurrence is One Rupee.

MADRAS

BIRTHS.

CHOLETTE—At St. Thomas' Mount, on the 14th October, the wife of Captain H. D. Cholette, Supt. of Police, of a son.

PEACOCK—Lingasoogoor, on the 10th October, the wife of Mr. Henry Peacock, Hyderabad Contingent, of a son.

WOODS—At Cottacamund, on the 8th October, the wife of Captain Woods, 102nd Regiment, of a daughter.

SHIPPING.

STEAM COMMUNICATION TO SUEZ.

THE Peninsular and Oriental Steam Navigation Company's Steam-ship MALTA, (1,900 Tons and 500 H. P.,) Captain J. G. GRIFFITH, will be despatched for Aden and Suez on SATURDAY, the 29th October, at 10 A. M., carrying Mails and Passengers for England.

Last Shipping day, Wednesday the 26th instant, after which no Cargo will be received on board.

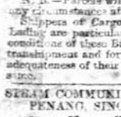
For Freight or Cabin Passage apply to GRIGOR LUNDAS, Acting Superintendent.

P. and O. S. N. Co.'s Office, Bombay, 18th Oct., 1864.

N. B.—Parcels will not be received in this Office under any circumstance after 1 P. M. on 28th instant.

Shippers of Cargo on the Company's Steam Bills of Lading are particularly requested to note the terms and conditions of these Bills of Lading, with reference to the transhipment and forwarding of Cargo, with a view to the adequateness of their Insurance Policies in respect of the same.

STEAM COMMUNICATION TO POINT DE GALLE, PENANG, SINGAPORE, AND HONGKONG.



THE Peninsular and Oriental Steam Navigation Company's Steam-ship SALSETTE, 1,491 Tons and 300 H. P., Captain J. S. MURRAY, will be despatched for the above Ports on SATURDAY, the 29th October, at 10 A. M., carrying Mails and Passengers for Madras and Calcutta.

Last Shipping day, Wednesday the 26th inst. No bro-kerage will be allowed on any chest of Opium not in the ship on the 28th October.

ROBERT DUNDAS, Acting Superintendent.

P. and O. S. N. Co.'s Office, Bombay, 22nd Oct., 1864.

N. B.—It is necessary that Bills of Lading and Receipts should be in Office by noon of 27th instant.

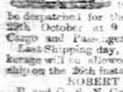
Shippers of Cargo to Hong Kong Bills of Lading are particularly requested to note the terms and conditions of these Bills of Lading, with reference to the transhipment and forwarding of Cargo, with a view to the adequateness of their Insurance Policies in respect of the same.

STEAM TO KURRACHEE.

THE British India Steam Navigation Company's (Limited) Screw Steam Ship GOVERNOR HIGGINSON, 750 tons, 160 H. P., Captain ARMSTRONG, will be despatched to Kurrachee with Mails, Passengers and Cargo twelve hours after arrival of the English Mail.

W. NICOL & Co., Agents.

STEAM TO THE PERSIAN GULF.



THE British India Steam Navigation Company's (Limited) Screw Steam Ship EUPHRATES, 750 Tons, 140 H. P., Captain DAY, will be despatched for the Persian Gulf, on the 10th November, touching at Kurrachee, Guadel, Muscat, Bunder Abbas, Bushire and Bussorah, also Linga if sufficient inducement offer.

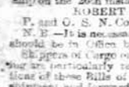
W. NICOL & Co., Agents.

STEAM COMMUNICATION WITH THE MALABAR COAST, MADRAS, AND CALCUTTA.

(*Touching at Colombo when required inducement offer.*)

THE British India Steam Navigation Company's (Limited) Screw Steam Ship BUSHIRE, 1,000 Tons, 180 H. P., Captain CAMERON, will be despatched on the 5th November, with Mails, Passengers and Cargo for Calicutta, touching at Vingorla, Carwar Mangalore, Cannanore, Calicut, Cochin, Tuticorin, Negapatam, Madras, Masulipatam, Coconada, Vizagapatam, Kidderpore and Diamond Harbour.

W. NICOL & Co., Agents.



THE fast sailing, first class, Screw Steam Ship MANCHESTER, Commander, lately repaired extensively and efficiently in Her Majesty's Dockyard, under the supervision of Government officers, her engines being thoroughly repaired, and fitted with new boilers, has now the best accommodation for first class passengers, will leave for the above Port, on WEDNESDAY, the 26th instant, at 9 A.M.

For freight and passage apply at the Office, Bazar Gate Street, opposite to Kika Pareekh.

DWARKADAS ODHOVJEE, Manager.

Bombay, 22nd October 1864.

STEAM TO SURAT.

THE new and fast sailing Screw Steamer TAPTEE, THOS. ELLIS, Commander, (recently arrived from England) will have very superior accommodation for First Class Passengers, and will be despatched for the above Port, on THURSDAY, the 27th instant.

For Freight of Goods, Specie, and Passengers, apply to the Agents, opposite to Kavakhana's Lane, Bazar Gate Street, Fort.

Bombay, 24th October 1864.

BOMBAY COAST AND RIVER STEAM NAVIGATION COMPANY (LIMITED.)

TRI-MONTHLY COMMUNICATION BETWEEN BOMBAY AND COCHIN.

TRI-MONTHLY COMMUNICATION BETWEEN COCHIN AND BOMBAY.

THE Bombay Coast and River Steam Navigation Company (Limited) intend despatching their regular despatch Steamers (full power) from Malabar Coast THREE TIMES A MONTH calling at the intermediate Ports. The Steamers are expected to arrive and leave on the following dates, viz:—

MONTHLY DATES AND HOURS OF DEPARTURE.

	Dates.	A. M. or P. M.	Dates.	A. M. or P. M.
Revenue Jack	10	9 A.M.	6 (Cochin	Dep. 8
Apollo Jack	10	9 A.M.	Steamer	— 9
Falcon	11	11 A.M.	Steamer	— 9
Gun	11	3 P.M.	Tellicherry	— 10
Cormorant	12	3 P.M.	Mangalore	— 12
Comet	13	3 P.M.	Carwar	— 12
Columbine	14	3 P.M.	Goa	— 12
Sea Gull	15	3 P.M.	Bombay	— 12
Serpent	16	3 P.M.	Bombay	Arr. 10
Cormorant	17	3 P.M.	Mangalore	14
Apollo Jack	18	3 P.M.	Cochin	15
Revenue Jack	19	3 P.M.	Bombay	Arr. 12

STEAM FROM BOMBAY TO SURAT EVERY TUESDAY AND FRIDAY.

STEAM FROM SURAT TO BOMBAY EVERY TUESDAY AND FRIDAY.

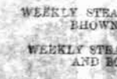
ONE of the Company's Steamers will be despatched TWICE A WEEK to Surat and from Surat to Bombay as follows:—

DEPARTURE FROM BOMBAY TO SURAT, EVERY TUESDAY AND FRIDAY, AT 6 P. M.

DEPARTURE FROM SURAT TO BOMBAY, EVERY TUESDAY AND FRIDAY, AT HIGH-WATER.

WEEKLY STEAMER BETWEEN BOMBAY AND BHOWNUGGUR EVERY FRIDAY.

WEEKLY STEAMER BETWEEN BHOWNUGGUR AND BOMBAY EVERY MONDAY.



THE Company will also despatch a Steamer to and from Bhownuggur GRONOW & WEBB, calling at the intermediate Ports. The Steamer is expected to arrive and depart, as follows:—

Weekdays A.M.	P.M.		Weekdays A.M.	P.M.
Leaves Bombay	Friday	Reaches Bhownuggur	Monday	12
Reaches Bhownuggur	Saturday	Leaves Bhownuggur	Tuesday	10

For Passage, rates of Freight, &c., apply to the undersigned.

FULCHER, COOPER & Co., Managers,
7, Rampart Row, 11th October 1864.

FOR LONDON DIRECT.

Under Contract to Government to sail on the 1st November with Troops.

THE splendid new London Clipper-built Ship TIVERTON, JAMES SMITH, Commander, 1,175 Tons, classed A 1, 12 years at Lloyds, and A 1, 20 years at Liverpool. For Freight apply to

COUPLAND & Co,
Bombay, 6th October 1864. Agents Ship Tiverton.

FOR CALCUTTA DIRECT.

Positively the end of this Month.

THE fast sailing French Ship RADJPOOL, Captain LEMOINE-BELLEC, 850 Tons. For freight and passage apply to

BOSSABHOY JURSETJEE & Co.,
12, Apollo Street, Bombay, 21st October 1864. Agents.

NOTICE.—Consignees of Goods, per *Hartfell*, Master, from Liverpool, are requested to send off boats for their Cargo without delay, otherwise the Goods will be landed by the Captain as they come to hand, at the expense and risk of the consignees.

Captain HOUSTON will not be responsible for the condition of any Package after it leaves the Ships Docks.

RITCHIE, STEUART & Co.,
Agents for the Captain.

Bombay, 3rd October 1864.

NOTICES.

THORNHILL & Co., Opticians, Engravers, &c., Medow Street, Bombay. Established 1850.

FRENCH SHIPPING COMPANY (LIMITED)—NOTICE.—A General Meeting of the Shareholders will be held at the Office of Messrs. JULES SIEGFRIED & Co., on MONDAY, the 24th instant, at 4 P. M. No. 12, Rampart Row.

A NEW BILLIARD ROOM.—MR. LOW begs to inform the public of Bombay, that he has opened a first Class Billiard Room, at No. 10, Marine Street, opposite W. Nicol & Co.'s Office, with two first-class New Marble Tables, with Thurston's Patent Cushions in a nice cool Room, where Gentlemen can have a quiet game free from all interruption.—Daily papers on the Table.

THE EASTERN FINANCIAL ASSOCIATION.—SUBSCRIBED CAPITAL Rs. 10,000,000. The Association is prepared to receive Deposits for fixed periods, on terms to be agreed upon; to make advances on approved Securities to effect the purchase and sale of Stock, Shares and Debentures, and to conduct financial business generally.

All communications to be addressed to the Manager at the Office of the Association.

Bombay, 3rd October 1864.

INDIAN PENINSULA, LONDON, AND CHINA BANK (LIMITED).—NOTICE is hereby given, that an Extraordinary General Meeting of the Shareholders of the India Peninsula, London, and China Bank (Limited), will be held within the Bank's Offices, on MONDAY, the 24th October, current, at 3 o'clock P.M., for the purpose of confirming the Resolution passed at the Extraordinary General Meeting held on the 22nd ultimo, by which the Directors were authorised in behalf of the Shareholders to apply for and accept a Royal Charter of Incorporation for the Company.

By order of the Board of Directors,
D. A. TRAILL CHRISTIE,
Bombay, 1st October 1864. Officiating Manager.

THE IMPERIAL BANKING AND TRADING COMPANY.

ધી ઈમપીરીઅલ બેંકિંગ એંડ ટ્રેડીંગ કંપની.

SHARE-CERTIFICATES of this Company, in Exchange for Receipts for payments of First and Second Calls, will be issued on application.

By order of the Board of Directors,
JEHANGIR RUSTOMJEE MODY, Secretary.
Bombay, 21st October 1864.

WIGGINS TEAPE & Co., 10 ALDGATE, LONDON, WHOLESALE & EXPORT STATIONERS.—Newspaper proprietors supplied with blanks, and every description of Paper and Stationery supplied on the best terms.

Special papers suited for foreign markets. Samples sent on application.

NOTICE TO SHIPPERS OF OPIUM.—Shippers by this Company's Steamers are hereby warned that no Opium can be received on board bearing more than one mark, and that this mark must be legible and distinct, and must correspond with the one on the Shipping Order.

Much confusion has lately been caused by a practice, which has become common, of re-marking Chests which already bear other unobliterated marks and numbers, and in some instances Chests have been sent for shipment without any legible mark or number on them at all.

The ordinary precautions for identifying cargo are easily observed, and it is hoped that shippers will in future be careful to make use of them, otherwise, as before stated, their cargo cannot be received.

ROBERT DUNDAS.
Superintendent, P. & O. S. N. Company.
Bombay, 6th September 1864.

MOFUSSIL COTTON PRESS COMPANY (LIMITED.)

મોફસીલ કોટન પ્રેસ કમપની (લીમીટેડ.)

મોફસીલ કોટન પ્રેસ કમપની (લીમીટેડ.)

NOTICE IS HEREBY GIVEN, that a General Meeting of the Shareholders in the Mofussil Cotton Press Company (Limited) will be held on MONDAY, the 10th day of December inst., at 3 o'clock P.M., at the Office of Messrs W. NICOL & Co., when the Account prepared by the undersigned as Liquidators will be submitted to the Meeting, and it will be proposed to pass a Resolution that in the opinion of the Meeting the affairs of the Company have been fairly wound up.

ROBERT McILWRAITH,
HAMILTON MAXWELL,
JOHN LONGLEY,
} Liquidators.

Bombay, 17th October 1864.

COTTON GINNING COMPANY (LIMITED.)

કોટન ગિનનીંગ કમપની (લીમીટેડ.)

કોટન ગિનનીંગ કમપની (લીમીટેડ.)

NOTICE IS HEREBY GIVEN, that a General Meeting of the Shareholders in the Cotton Ginning Company (Limited) will be held on MONDAY, the 19th day of December next, at 2-30 o'clock P.M., at the Office of Messrs W. NICOL & Co., when the Account prepared by the undersigned, as Liquidators, will be submitted to the Meeting, and it will be proposed to pass a Resolution that in the opinion of the Meeting the affairs of the Company have been fairly wound up.

ROBERT McILWRAITH,
HAMILTON MAXWELL,
JOHN LONGLEY,
} Liquidators.

Bombay, 17th October 1864.

SCINDE PRESS COMPANY (LIMITED.)

સીંધ પ્રેસ કંપની (લિમીટેડ.)

શ્રી ૬ પ્રેસ કમપની (લીમીટેડ.)

NOTICE IS HEREBY GIVEN, that all Shares in the above Company upon which the 2nd Call of Rs. 250 per share, with interest at 9 per cent. per annum, shall have not been paid at the offices of the undersigned on or before TUESDAY, the 1st November 1864, will be absolutely forfeited for the benefit of the Company in terms of Articles 18 and 19 of Table B. of Act XIX. of 1857.

By order of the Directors,
EWART, LATHAM & Co.,
Secretaries and Treasurers.
Bombay, 17th October 1864.

THE DECCAN COTTON CLEANING COMPANY.—FORFEITURE OF SHARES.—NOTICE.—In pursuance of a Resolution of the Directors, notice is hereby given, that all Shares in the above Company upon which the Calls, with interest at 9 per cent. per annum, shall not have been fully paid at the Office of the undersigned on or before the 31st October 1864, will be absolutely forfeited for the benefit of the Company in the terms of Articles 18 and 19 of Table B. of Act XIX. of 1857.

FULCHER, COOPER & Co.,
Secretaries and Treasurers.
Bombay, No. 7, Rampart Row, 18th October 1864.

THE BOMBAY MECHANICS' BUILDING COMPANY (LIMITED.)

બોમબે મીકાનીકસ બીલડીંગ કંપની (લીમીટેડ.)

બોમ્બે મકાનોકામ બીલ્ડીંગ કમપની (લીમીટેડ)

NOTICE.—A General Meeting of the Shareholders of the Bombay Mechanics' Building Company (Limited), will be held at the Office of Messrs. W. NICOL & Co., Marine Street, in the Fort of Bombay, on MONDAY, the 24th October 1864, at 4 P.M., when the following business will be brought before the Meeting:—

1st.—The Directors' Annual Report, and the Balance Sheet, with the Auditors' Report thereon, for 1863-64, will be presented to the Meeting.

2nd.—The sanction to the declaration of a Dividend by the Directors will be asked for.

3rd.—The election of Directors for the current year.

4th.—The appointment of Auditors for the current year.

HAMILTON MAXWELL, Chairman.

14th October 1864.

GREAT INDIAN PENINSULA RAILWAY.—ALTERATION OF TRAINS.—On and after MONDAY the 24th instant, Night Trains will recommence running over the Bhore Ghaut Incline and the undermentioned alterations will take place.

DOWN-TRAINS FROM BOMBAY.

The Train now leaving Bombay at 9-0 A. M., and arriving at Poona at 5-0 P. M. will leave as at present arriving at Poona at 5-10 P. M.

An additional Passenger Train will leave Bombay at 12-0 noon, arriving at Narel at 2-55 P. M., and at Poona at 8-10 P. M.

The Train now leaving Bombay at 2-15 P. M. will leave at 3-0 P. M., arriving at Narel at 6-52 P. M., and at Poona at 10-35 P. M.

The Train now leaving Bombay at 8-45 P. M. instead of running to Campoolee will run over the Bhore Ghaut Incline, arrive at Poona at 5-0 A. M., leave Poona at 7-0 A. M., and arrive at Sholapore at 3-20 P. M.

The Train now leaving Bombay at 8-0 A. M. for Kussarah will continue as at present; but the Corresponding Train leaving Egutoora at 6-0 P. M. and arriving at Nassick at 7-40 P. M. will be discontinued.

The Train now leaving Bombay at 5-40 P. M. for Mulkapoor will leave at the same time, arrive at Kussarah at 11-10 P. M., leave Egutoora at 3-0 A. M. the following morning, Nassick at 6-52 A. M. and arrive at Sheagunn at 8-35 P. M.

An additional Train will leave Bombay at 9-40 P. M. arriving at Narel at 1-55 A. M. and Campoolee at 3-25 A. M.

UP-TRAINS TO BOMBAY.

The Train now leaving Sholapoor at 7-0 A. M. will leave at 7-50 A. M., arriving at Poona at 10-40 P. M., Narel at 3-30 A. M., and Bombay at 6-30 A. M. the following morning.

The Train now leaving Poona at 9-30 A. M. will leave at 9-0 A. M., arriving at Narel at 2-3 P. M. and Bombay at 5-50 P. M.

An additional Train will leave Poona at 12-30 noon, arriving at Narel at 5-45 P. M. and Bombay at 8-35 P. M.

The Train now leaving Poona at 3-0 P. M. arriving at Narel at 7-35 P. M., and Bombay at 10-30 P. M. will continue to run as at present.

The Train now leaving Poona at 9-40 P. M. will be discontinued.

The Train now leaving Campoolee at 3-15 P. M. will leave at 5-0 P. M., arriving at Narel at 6-0 A. M., and Bombay at 9-30 A. M.

The Train now leaving Nassick at 8-0 A. M. will be discontinued.

The Train now leaving Mulkapoor at 7-15 A. M. will leave Sheegunn at 8-15 A. M., Nassick at 6-57 P. M., and arrive at Egutpoora at 8-50 P. M.

The Train now leaving Kussarah at 3-0 A. M., and arriving at Bombay at 9-30 A. M. will leave as at present, and arrive at 7-15 A. M.

The Train now leaving Kussarah at 2-15 P. M. will leave at 2-0 P. M., and arrive in Bombay at 6-35 P. M.

The Train now leaving Malsha at 8-30 P. M. will leave at 8-45 P. M., and arrive in Bombay at 9-20 P. M.

E. W. KEILY, Jr., Acting General Manager.
General Manager's Office, Bombay, 20th October 1864.

NOTICES.

DEPOSITS received by the Financial Association of India and China (Limited) for
6 months' certain at 5 per cent.
12 „ „ at 7 „
18 „ „ at 8 „

When Money is deposited for a period of twelve months or more, the Interest will be payable at the option of the Depositor half-yearly.

THORNHILL & Co., JEWELLERS, receive by each Mail Steamer from their London House the most fashionable additions to their Stock of Jewellery. Articles in Indian Gold made to order.

Medow Street, Bombay. Established 1850.

THE following Passages are required:—

FROM BOMBAY TO THE CAPE OF GOOD HOPE.

For (3) three time-expired Men of Her Majesty's Military Service.

FROM BOMBAY TO SINGAPORE.

For (7) seven time-expired Convicts.

By order of the Superintendent of Marine,
GEO. INGLE, Secretary.
Superintendent's Office, Bombay, 14th Sept. 1864.

NOTICE.—A Second Call Receipt, No. 1,458, dated 12th October, for Rs. (500) five hundred for (5) five Shares Allotment, No. 1704, of the Joint Stock Bank Corporation (Limited), in the name of Merwanjee Dadabhoy Pestonjee Wadia, and also a Second Call Receipt, No. 1,459, dated 12th October for Rs. (1,000) one thousand for (10) ten Shares No. 1,946 to 1,955 of the Joint Stock Bank Corporation (Limited), in the name of Sapoorjee Heerajee Coopen, have been lost on the 14th instant between the roads of Joint Stock Bank and the Mercantile Bank; the undersigned therefore requests the mercantile community that whoever negotiates on account of the above two Receipts, will do so at his own risk and peril, as due notice has been given to the Bank and the receipts have been cancelled. SORABJEE FRAMJEE KARAKA.

17th October 1864.

NEW WORK BY THE POET LAUREATE.

MR. TENNYSON'S NEW VOLUME,

"ENOCH ARDEN," ETC.

BY ALFRED TENNYSON, D. L., D.C.L.

HERBERT & Co.

☞ Only 12 Vols. remaining unsold. Cash—Rs. 4.

NOTICE.—THE BOMBAY AND COAST COFFEE PLANTATION COMPANY (LIMITED.)—The period for payment of the first Call on Shares in the above Company is extended to the 24th instant.

By order of the Directors,
JOHN G. TEASDALE,
Acting Manager Bombay Joint Stock Corporation (Limited.)

FORT PRESS COMPANY (LIMITED.)—Notice is hereby given, that a Call of Rs. 250 on new issue of quarter Shares, is payable at the Office of the Secretaries, Bruce Lane, No. 1, on or before the 15th November, after which date, interest will be charged on all unpaid Calls at the rate of 9 per cent. per annum.

It is requested that the Shareholders should produce their Share Certificates, when applying for the new quarter Share.

By order of the Board of Directors,
EWART, LATHAM & Co.,
Bombay, 17th October. Secretaries and Treasurers.

MR. CAGLI requests Subscribers to the Italian Opera Company to pay their Subscription of Rs. 300, to Messrs. HERBERT & Co., Fort, who are authorized to deliver Tickets in exchange before 1st November next; when the list will be closed.

Subscribers who have already paid will have their Tickets forwarded by Post.

It has been found impracticable to allot particular Seats to Season Ticket Holders as first intended, but as no more Tickets will be issued than there are Seats in the Theatre, Mr. Cagli hopes this arrangement will meet with the approval of the Subscribers.

THE ROYAL EXCHANGE BUILDINGS (LIMITED.)—Amidst all the various schemes already established, and now starting in Bombay for developing the existing resources of this Presidency, we believe there is not one too many), it is strange and perfectly unaccountable that the erection of a Royal Exchange Buildings capable of adequately meeting our vast Commercial Exchanges, and where all the Daily Sales of Stock, Merchandise, and Transfer of Shares could be carried on with facility, rapidity and business-like precision, has never been undertaken by our keen-sighted Promoters.

To meet this great and now unavoidable want "The Royal Exchange Buildings (Limited)" has been started, and the Promoters feel assured, that in projecting an Institution, possessing such future benefits to all, whether Bankers, Financiers, Merchants, or Brokers, they shall bring with them the unanimous support of the entire Commercial Community of Bombay.

It is proposed to purchase a suitable site from Government, and thereon erect a building, to be called the Royal Exchange, combining all the facilities for interchange of business together with beauty of Architecture; in every respect an edifice that Bombay shall for justly proud of hereafter.

The Building to comprise:—

1st.—A hall of sufficient dimensions for Stock and Share Exchanges.

2nd.—A hall of sufficient dimensions for Produce Exchanges, Import and Export.

3rd.—Suitable Apartments for the Chamber of Commerce.

4th.—Suitable Apartments for Bankers and Financiers.

5th.—Brokers' Chambers.

6th.—General Committee Meeting, and Reading Rooms.

7th.—Printing Press Rooms, where Bulletins of all Market and Share quotations will be issued, to meet the various changes of the day, and for issue of Telegrams, &c. &c.

THE PROPOSED CAPITAL TO BE
TWENTY-FIVE LACS OF RUPEES,
(WITH POWER TO INCREASE).
In 12,500 Shares of 200 Rupees per Share.

"The Royal Exchange Buildings (Limited)" is being promoted under the auspices of the Delhi Bank Corporation (Limited), No 26, Apollo Street, to whom all applications for Shares, &c., are to be addressed.

THE HONGKONG AND SHANGHAI BANKING COMPANY, (LIMITED.)—CAPITAL,—dirs. 5,000,000, in 20,000 Shares of dirs. 250 each.—To be Incorporated by Charter.

Provisional Committee.

Hon. F. Chomley, Bombay, (Messrs. Dent & Co.)
A. F. Heard, Esq., (Messrs. Aug. Heard & Co.)
Thomas Sutherland, Esq. (Supt. P. & O. S. N. Co's).
G. F. Maclean, Esq., (Messrs. Lyall, Still & Co.
Douglas Lapraik, Esq.
W. Nissen, Esq., (Messrs. Siemssen & Co.)
H. B. Lemann, Esq., (Messrs. Gilman & Co.)
W. Schmidt, Esq., (Messrs. Fletcher & Co.)
Arthur Sassoon, Esq., (Messrs. D. Sassoon Sons & Co.)
Robert Brandt, Esq., (Messrs. Smith, Kennedy & Co.)
Fallonjee Framjee, Esq., (Messrs. P. & A. C. Camajee & Co.)
Wm. Adamson, Esq., (Manager, Borneo Company, Limited.)
Geo. J. Holland, Esq., (Messrs. John Burd & Co.)
Rustomjee Dhunjeeshaw, Esq., (Messrs. P. F. Cama & Co.)
Counsel.—E. H. POLLARD, Esq.

The Scheme of a Local Bank for this Colony, with Branches at the most important places, in China, has been in contemplation for a very long period.

The local and foreign trade in Hongkong and at the open ports in China and Japan has increased so rapidly within the last few years that additional Banking facilities are felt to be required.

The Banks now in China being only branches of Corporations, whose Headquarters are in England or India, and which were formed chiefly with the view of carrying on exchange operations between those countries and China, are scarcely in a position to deal satisfactorily with the local trade which has become so much more extensive and varied than in former years.

This deficiency the Hongkong and Shanghai Banking Company will supply, and will in fact assume the same position with relation to this Colony as the Presidency Banks in India, or the Banks of Australia in their respective localities.

The Establishment of a Mint in Hongkong, providing an adequate supply of proper currency will render a local Banking medium essential to carry out its operations, and the almost certain disappearance of the existing Compradoric system (so far as money is concerned) will also ensure Banks becoming in course of time the exclusive medium for the transactions of the monetary operations connected with trade.

For the anticipated success of this enterprise there are therefore ample grounds; and the great prosperity which has attended the working of other local associations in China clearly shows that the largest profits are obtained by these Public Companies, which possess an interested local body of Proprietors, or Shareholders, whose support naturally forms a chief element of remunerative success.

The Bank will commence its operations simultaneously in Hongkong and Shanghai, and as the importance of its business at the latter place must be very great, it is intended to establish a local Board of Directors there for more effectually meeting the work. As circumstances render it advisable the Bank will establish Branches at other places.

In the distribution of Shares Hongkong and Shanghai will equally participate. Shares will also be reserved for the other ports in China and Japan and for persons residing elsewhere who are directly interested in the China Trade.

Applications for Shares must be addressed, until further notice, to the Provisional Committee, care of

Hongkong, 29th July 1864. Messrs. DENT & Co.

HONGKONG AND SHANGHAI BANKING COMPANY (LIMITED.)—Notice is hereby given that the final date for receiving applications for Shares will be the 31st October next. It is also notified, that the Form of Application for Shares must be as follows:—

To the Provisional Committee of the Hongkong and Shanghai Banking Company (Limited).

GENTLEMEN,—I request you will be pleased to allot me Shares of Two Hundred and Fifty Dollars each in the above named Bank, and I agree to accept such shares or any less number which may be allotted to me, and to pay a call of Twenty Five Dollars per Share on allotment and a further call of one Hundred Dollars per Share, three months subsequent to the date of such First Call. I also undertake to confirm the Act of the Provisional Committee pending the appointment of a permanent Court of Directors, and to subscribe to the Deed of Settlement, when called on to do so.

I am, Gentlemen, your obedient servant,

Name.
Address.

After this date applications for Shares will not be registered, if sent otherwise than in the above form. Applications to be addressed to the care of Messrs. Dent & Co. or the undersigned.

By order of the Provisional Committee,
E. H. POLLARD, Counsel for the Bank.
Hongkong, 19th August 1864.

NOTICES.

BOMBAY CONTRACT AND BUILDING COMPANY (LIMITED.)

CAPITAL SIX LACS OF RUPEES WITH POWER TO INCREASE.

THE Company is prepared to enter into Contracts for Buildings, extensive Earthworks, and Reclamations, or any other work connected with the profession of Engineers or Contractors either for Government, Public Companies, or individuals.

Plans, Specifications and Estimates drawn out if required.

By Order,
A. CUMMING, Secretary.

WANTED, an unfurnished Bungalow, Malabar Hill preferred. "X." 3, Medow Street.

WANTED, an experienced and competent Portuguese BOOK-KEEPER. Address "H.," at this office.

WANTED A CHARTER OR FREIGHT TO CALCUTTA FOR THE SHIP "GOOD SUCCESS." Apply to SIR JAMSETJEE JEJEEBHOY SONS & Co.

WANTED, a good BUGGY. Apply to "T. O. M.," of this office.

Bombay, 21st October 1864.

TO CAPTAINS OF VESSELS AND THE PUBLIC.—For Ship Biscuits, Flour, Bread, Grinding of Corn, &c. apply at the Steam Bakery, Grant Road, near the Theatre.

BOMBAY CONTRACT AND BUILDING COMPANY (LIMITED).—WANTED QUALIFIED ENGINEERS to superintend Public Works at Bombay or Out-stations. Salary Rs. 500 per mensem with allowances. Applications, stating previous experiences, &c. &c. to be addressed to A. CUMMING,
Secretary B. C. & B. Company, Bombay.
20th October 1864.

THORNHILL & Co., WATCHMAKERS, are constantly renewing their Stock of Gold and Silver Watches by McCabe, Thornhill Brothers, John Jones, and other eminent makers. Gold and Silver Genevas, also English and Foreign Clocks, in great variety.

Medow Street, Bombay. Established 1850.

NOTICE.—On and after the 1st November the business of the Agra and United Service Bank (Limited) will be carried on under the title of the Agra and Masterman's Bank (Limited.)

E. A. FLINDERS, Manager,
Agra and U. S. Bank (Limited.)
Bombay, 13th October 1864.

EAST INDIA BANK.—Notice is hereby given, that a Third Call of Rs. 100 per Share has this day been made, and that the same will be payable at the Offices of the Bank on the 21st October, after which date interest at the rate of 12 per cent. per annum will be charged on all Calls unpaid.

By order of the Board,
W. C. CURRIE, Acting Manager.
Bombay, 27th September 1864.

MOURNING! MOURNING!! MOURNING!!!—The undersigned have just received a choice selection of Ebonite Goods, direct from Silver and Co., consisting of Round Combs, Oblongs, Waved Combs, Dressing and Pocket Combs, Drinking Mugs, and Tooth picks. The Ebonite has been found to far surpass the Jet, on account of its elasticity, durability, and lightness, and is not being at all brittle.

HEARSON, COULSON & Co.

BOMBAY PRESIDENCY BANK (LIMITED.)—In pursuance of the Resolution passed at the General Meeting, August 9th, and confirmed at the Special General Meeting on 10th instant, Notice is hereby given, that Interest at the rate of 12 per cent. per annum will, until further notice, be charged on all Second Calls remaining unpaid after the 15th instant.

By order of the Board of Directors,
ROBERT J. PRINGLE, Manager.
40, Medows Street, 16th Sept. 1864.

THE BOMBAY PRESIDENCY BANK (LIMITED.) Notice is hereby given, that the third Call of fifty Rupees (Rs. 50) per Share is payable at the Offices of the Bank on and after the 22nd instant, to Stock dated, and until further notice, interest at the rate of twelve per cent. per annum, will be charged on all Calls remaining unpaid.

By order of the Board of Directors
ROBERT J. PRINGLE, Manager.
No. 40, Meadow Street, 17th Sept. 1864.

WESTERN INDIA SHIP COMPANY (LIMITED).—Notice is hereby given, that a SECOND CALL of Rs. 500 (Five hundred Rupees) per share is payable at the office of the undersigned, No. 12, Meadow Street, on or before 30th instant, after which date interest will be charged on all unpaid Calls at the rate of 12 per cent. per annum.

VOLKART BROTHERS, Managers and Treasurer.
Bombay, 5th Sept. 1864.

THE BOMBAY CITY BANK (LIMITED).—SECOND CALL.—From this date and until further notice, Interest at the rate of 12 per cent. per annum will be charged upon all unpaid Calls.

All Shares upon which the Second Call may not have been paid by the 21st October, proximo, will become liable to forfeiture.

By order of the Board,
T. R. R. DAVISON, Manager.
Bombay, 30th September 1864.

THE BOMBAY CITY BANK (LIMITED).—SECOND CALL.—Notice is hereby given, that a Second Call of Fifty Rupees (Rs. 50) per Share is payable at the Offices of the Bank, No. 2, Church Gate Street, on or before the 21st instant, after which date interest will be charged on all unpaid Calls at the rate of 9 per cent. per annum.

For the Board of Directors,
R. ABLETT, Chairman.
Bombay, 1st Sept., 1864.

THE BOMBAY CITY BANK (LIMITED).—FORFEITURE OF SHARES.—Notice is hereby given, that all Shares in the above Bank upon which the Second Call with arreared interest may not have been paid at the Offices of the Bank, No. 2, Church Gate Street, on or before SATURDAY, the 29th November 1864, will be absolutely forfeited for the benefit of the Bank in conformity with Act XIX. of 1857 of the Legislative Council of India, and with the Articles of Association of the Bank.

By order of the Board of Directors,
T. R. R. DAVISON, Manager.
21st October 1864.

NOTICE.—Tenders will be received at the Office of the Superintendent of Marine from persons willing to supply Ship Tonnage for the conveyance from Mangalore to Calcutta, of about thirty tons of Amandavie Coir, be the same more or less.

2nd.—The Tenders must specify the rate per ton of (4) four Candies or two thousand two hundred and forty (2240) Pounds, and the time when the Vessel will be at Mangalore to receive the Coir.

3rd.—The Coir will be placed on board in bundles which must be preserved entire, and be delivered at Calcutta in like good order according to weight.

4th.—The Master of the Vessel, or authorized Agent for the Owner at Mangalore, will be required to see the Coir weighed and the bundles counted, and to sign the Bills of Lading, or such other document connected with the lading of the article as the principal Collector of Mangalore may require of him.

5th.—The freight will be paid in Calcutta on the completion of the delivery of the Coir in conformity with the terms of the Bill of Lading.

6th.—The Superintendent of Marine reserves to himself the right of rejecting any Tender without assigning cause for so doing.

By order,
GEO. INGLE.
Secretary to the Superintendent of Marine
Superintendent's Office, Bombay, 9th August.

NOTICE.—On and after the 1st October next, the Fares for Transit through Egypt will be reduced to the undermoted rates:—

1st Class Passengers ..... £2 10s.
2nd do. do. } ..... „ 1 5s.
and Servants }
Children over 10 years of age to be considered as Adults.
Children between 3 and 10, to be charged half the above rates.
Children under 3 years, free.

Under these altered rates Passengers will have to pay for all refreshments supplied during the journey through Egypt; and the amount of Baggage allowed to them, free of charge, will be—

1st Class Passengers ..... 80 lbs.
2nd do. do. ..... 50 „
Children paying half fare to be allowed half the above weights.

Extra Baggage will be charged for at the rate of 18s. 6d. per cwt., and all charges on this account will be collected, as hitherto, on board the Steamers.

The allowance of Baggage on board the Steamers will be 3 cwt., as heretofore.

The above arrangements will first take effect with Passengers leaving Bombay by the Steamer of 20th September.

ROBERT DUNDAS,
ctng Superintendent P. and O. S. N. Company.

NOTICE.—SATURDAY, MONDAY, and TUESDAY, the 29th and 31st October and 1st November, being the DEWALLE HOLIDAYS, the undermentioned establishments will be closed for business on these days:—

For the Oriental Bank Corporation,
R. MACNEIL, Agent.
For the Agra and United Service Bank, (Limited),
R. A. FLINDERS, Manager.
For the Chartered Mercantile Bank of L., L. and China,
W. JACKSON, Agent.
For the Chartered Bank of India, Australia and China,
J. L. BRODIE, Agent.
For the Central Bank of Western India,
EDWIN HEYCOCK, Manager.
For the Bank of Hindustan, China and Japan (Limited),
JOHN H. RYLAND, Manager.
For the Agency of the Comptoir D'Escompte de Paris,
O. MULLAH, Manager.
For the Royal Bank of India,
J. GORDON, Manager.
For the Bank of India,
JOHN GRAY, Manager.
For the Scinde, Punjaub and Delhi Bank Corporation (Limited)
T. G. YOUNG, Manager.
For the Asiatic Banking Corporation,
R. H. B

NEW ADVERTISEMENTS.

EAST INDIA BANK.—A Special General Meeting of the Shareholders will be held at the Office of the Bank on FRIDAY, the 4th November, at 3 o'clock P.M., to confirm the Resolutions passed at the Ordinary General Meeting held on the 19th September, viz:—

"That the number of Directors be increased from five to seven."

By order of the Board,
W. C. CURRIE, Acting Manager.

Bombay, 22nd October 1864.

ALLIANCE, FINANCIAL CORPORATION (LIMITED).—Notice is hereby given, that after time the Agency of the Alliance Bank of England is withdrawn from the Corporation. All communications to be addressed to the undersigned.

WILLIAM WILSON, Secretary.

Bombay, 20th October 1864.

ITALIAN OPERA.—Notice is hereby given, that a General Meeting of the Subscribers to the Italian Opera will be held at the Grand Road Theatre on WEDNESDAY next, at 4 o'clock P.M., for the purpose of considering and arranging as to the best method of distributing and reserving the Seats among the Subscribers.

AUGUSTO CAGLI.

Bombay, 20th October 1864.

APPLICATIONS for Shares in the Victoria Financial Association will be received by T. E. IRELAND, Esq., at the Office of Parcival and Wallace, No. 1, Church Lane, instead of R. Watson & Co., until further notice.

Bombay, 22nd October 1864.

NOTICE IS HEREBY GIVEN, that a Receipt, No. 714 for Rs. 15,000, being the amount of the Deposit and Call upon one hundred shares of the Bombay and Central Association of Indore from 50 Shares in the Financial Association of India and China, now standing in the name of Andrew Greig, Esq., has been lost. The said Receipt has not been endorsed by Mr. Grant, and all persons are hereby cautioned against selling, transferring, buying or receiving the same, as all such sale or transfer will be held to be regarded as illegal.

For the Financial Association of India and China (Limited),
JOHN SMITH, Secretary.

Bombay, 23rd October 1864.

THE BOMBAY COMMERCIAL COMPANY (LIMITED).—CAPITAL Rs. 10,00,000, in 10,000 SHARES of Rs. 100 EACH (WITH POWER TO INCREASE).

The moderate Capital presently formed all aim at the sale and of making one rich still richer, while nothing has been done to benefit the poor and working population in the all-important item of food.

The main object of the "Bombay Commercial Company (Limited)" will be to supply this Markets with Rice, grains, and other requirements at the most moderate rate consistent with commercial enterprize; and the Directors feel assured that the results attending the Company's operations will be so profitable as human considerations for the well-being of the labouring classes could desire.

Applications for Shares may be made to the Promoters at the Offices of Messrs. APPLETON & Co., 4, Bell Lane.

MR. J. NEUBERG, in announcing to his Constituents and the Public his return to this country by last Overland Steamer, has much pleasure in intimating that he has resumed business, at his former premises, at Byculla, as General importer of English and Foreign Goods. Thankful for the kind patronage he has hitherto enjoyed, he solicits a continuance of the confidence reposed in him.

Mr. N. hopes by the constant importation from the different countries of Europe of articles of the best quality, varied by the latest improvements and inventions, to meet the tastes and requirements of the public. He expects shortly per *Wanderer, Castle, Fair Lassie, Walmer Castle*, and *Sidmouth*, a great variety of Goods selected personally by himself for this market while in Europe.

Mr. N. undertakes the execution of commissions for England, France and Germany.

He has on hand at present a few very superior Oakwood Harmoniums, Wall Shades in great variety, and an extensive stock of Europe Carpets, of new designs.

Mr. N.'s rule will be to charge the lowest prices for his goods compatible with a moderate profit to himself in order to ensure quick sales.

TERMS—Cash.

TO BOOK-BINDERS.

A Paper Cutting Machine and a Rolling Machine. Apply to MR. J. NEUBERG, Byculla.

POSTAL NOTICE.—In consequence of the alterations of the Time Table of the North East and South East Railway Trains, the Letter Boxes will be closed on and from MONDAY the 24th instant, at the General Post Office, at the following hours for the undermentioned description of Mails:—

	For Public.	For Registered Letters.	For additional Letters and Papers.	For articles not paid by Stamps.
South East Railway. For Post Towns in General:				
Baroda				
Malwa	P.M.	P.M.	P.M.	P.M.
Benares	1.30	1.30	1.30	1.30
Nagpore	4.	4.	4.	4.
Punjab				
N.W. Provinces				
Bengal				
South East Railway. For Post Towns in the Southern Districts:				
London				
Ports and the Continent	P.M.	P.M.	P.M.	P.M.
Bengal and the S.M. Country	1.	1.	1.	1.
Cawnpore			6	
Madras Presidency				
Ahmednuggur				
Sholapore				
Hyderabad				
Bellary				

On Sundays the Letter Boxes will be closed at 5 P.M. for all Mails except Poona and Registered Letters which cannot be received on that day.

The first delivery from the General Post Office will be made at 9 A.M., and will commence, when two trains arrive at that time, of the Railway Mails from all directions, except the South Konkan, but the delivery will not be obtained for any train arriving later than 8 A.M.; late Mails will be issued with the next delivery.

The second delivery will be issued at 1 P.M., the South Konkan and Sea Mails will be sent out by it.

A third or evening delivery will be made at 4 P.M.

The Evening Mails that arrive by South East train at 3 P.M. will not be unavoidable of delivery the same evening, but may be had on application at the Post Office after P.M.

On Sunday therewith as usual be one delivery at 12, noon.

By order of the Post Master General,
T. GARRET, Post Master.

Bombay, Post Office, 22nd October 1864.

THACKER, VINING & Co.
ST. ANDREW'S LIBRARY.

THE following have just been received:—

	Rs. as.
Smith's Principia Latina, Part III.	2 12
Career of Thomas Gander	0 4
Gems from English Poets	3 12
Ragg's beautiful thoughts	3 8
Bancroft's United States, 7 vols.	17 1
Kingley's 25 Village Sermons	2 8
Prayer for acceptance	1 8
All at Sea	1 8
Morals of Mayfair	1 8
Tales in a Cabin	1 8
Audin's Trappers of Arcansas	0 12
Orcutt's American Dragoons	1 8
Cobbold's John Stuggall	1 8
Selcy's Maximums and speciments	1 8
Bury's two Baronets	1 8
Gillets and Bevonsets	1 8
Norton's Stewart of Dunwath	0 12
Half hours with foreign authors	0 12
Tricks of trade	0 12
How to make money	1 8
Only a woman	1 8
Sorrows of gentility	1 8
Rowsrade's Fanny	1 8
The Berganier Chief	1 8
Poole's Comic Sketches	0 12
Ladders of life	1 8
James' Stepmother	0 12
Do. Forest days	0 12
Scott's Poetical Works, vol. II.	0 12
Wilson's Tales of the Borders, vol. 14	0 12
Copper's Holdenmaneer	0 12
The Rowing Englishman	0 12
Routledge's Hld. cloth books	0 4
Waverly Novels, 17 vols.—each	0 4
Nautical Almanac for 1865	0 12
Tompl ton's Workshop Companion	1 8
Banyan's Pilerim's Progress	0 4
Lord's Popular Physiology	0 12
Longfellow's Poetical Works	1 8
Moore's do. do.	1 8
Byron's do. do.	1 8
Milton's do. do.	1 8
Wordsworth's do. do.	1 8
Anonymus	1 8
Trollope's Attractive Man	1 8
The Jilt	1 8
Marian	1 8
Water's French Detective	1 8
Skittles	1 8
Maurice Tiernay	1 8
The Martins of Cro Martin, 2 vols.	3 0
Sir Jasper Carew	0 12
Tan Wains House by the Sea	0 12
The Cotton Lord	0 12
Lovers in the Dark	0 12
The Eve of St. Mark	0 12
Charles's Conscience	0 12
John Gulliver's Travels	1 8
West's Diseases of Women	2 12
Whiston's Josephus	3 0
Bede's Ecclesiastical, 2 vols.	3 0
Country Pursuits	0 12
In and Out Door Games	0 12
Boy's Manual	0 12
Sanpiere Within	0 12
Collier's History of England	5 4
Forest's Detective	1 8
Reed's Maroon	1 8
The Derby Day	1 8
Wild Oats	1 8
How could he help it	1 8
I've been thinking	1 8
Man at Arms (James')	0 12
Ainsworth's Tower of London	0 12
Pride of the Mess	0 12
My Brother's Wife	0 12
Footprints in many lands	0 12
Shakespeare's works, 2 vols.	5 4
Above Suspicion	1 8
Family Herald, vol. 21	1 8
New Mysteries of London	1 8
Longfellow's Poetical Work, Illustrated	1 8
Moore's do. do. do.	1 8
Byron's do. do. do.	1 8
Milton's do. do. do.	1 8
Wordsworth's do. do.	1 8

THACKER, VINING & Co.

CALENDAR—OCTOBER, 1864.

PHASES OF THE MOON.

Last Quarter, Saturday 22nd ..... 4h. 17m. P.M.
New Moon, Sunday 30th ..... 5h. 30m. P.M.

Daily	Dates.	Sundays, Festivals, &c.	Sun Rises.	Sun Sets.	High Water Bombay Harbour. Morn.	Even.	Evening Gun fired.
			h. m.	h. m.	h. m.	h. m.	
Mon.	24	Mere rises at 8h. 12m.	5 58	6 22	7 15	7 45	
Tues.	25	St. Crispin.	5 59	6 20	7 15	7 45	
Wed.	26	Mercury rises at 5h. 23m.	5 59	6 19	7 15	8 22	
Thur.	27	Mercury sets at 5h. 7m.	6 0	6 18	7 15	9 15	
Fri.	28	St. Simon.	6 0	6 17	7 15	9 51	
Sat.	29	St. Judge.	6 0	6 15	7 15	10 24	
Sun.	30	22nd Sunday after Trinity.	6 1	6 14	7 15	10 56	

Time—Sidereal 5h. 54m. 8.4s.

POSTAL NOTICE

OVERLAND MAIL.

The Overland Mail, per P. and O. Co.'s Steamer *Malta*, will be closed at NAUCRAUM, the 29th October 1864, at 7 o'clock A.M. An abstract only will be kept open, on payment of the usual fee of 5 annas per letter, for receipt by steamship until 8 o'clock A.M. Registered Letters will be received until 6 P.M. of the previous day.

CHINA MAIL.

The Post Office Packets for Galle, Penang, Singapore, and Hongkong, per P. & O. Co.'s Steamer *Malta*, will be closed on THURSDAY the 27th October 1864, at 6 o'clock P.M. A packet for late letters will be kept open on payment of the usual fee, until 7 A.M. on the 28th by which an abstract Mail will be despatched direct by this opportunity viâ Alexandria.

MAILS FOR KURRACHEE AND SCINDE.

Mails for Kurrachee and Scinde, per Steamer *Governor Haynes*, will be closed 12 hours after the arrival of the Overland Mail.

DURING the temporary absence of the Managing Proprietor in England, MR. THOMAS GRAHAM *is authorised to grant receipts and recover monies on account of the Office.*

MACLEAN and CHARMAN.

Bombay Gazette Office, 9th Sept., 1864.

THE BOMBAY ALMANACK AND DIRECTORY
FOR 1865.

THE Publishers of this Directory are anxious to obtain a correct list of Names of the European Inhabitants of the Bombay Presidency for publication in the forthcoming issue. This can, however, be accomplished only by individuals, whose names are incorrectly entered in last year's Directory, favoring us with their correct names and addresses; and those individuals whose names are omitted therefrom, and persons newly arrived, forwarding them to us. We beg the co-operation of the public in assisting us to obtain what is a desideratum in Bombay—a reliable list of the names of European Inhabitants.

Bombay Gazette Office, Fort, Bombay, 4th October 1864.

LATEST DATES RECEIVED.

AGRA	Oct. 5	KURRACHEE	Oct. 16
AGRA	Oct. 6	LAHORE	Oct. 15
ALLAHABAD	Oct. 10	LONDON	Sept. 13
ALLAHABAD	Aug. 16	MAURITIUS	Sept. 17
AUSTRALIA	Sept. 27	MADRAS	Oct. 15
ALEXANDRIA	Sept. 27	MADRAS	Sept. 30
BANGALORE	Oct. 17	MALTA	Sept. 30
CALCUTTA	Oct. 17	MEERUT	Oct. 15
CAPE	June 18	OUDH	Oct. 15
CEYLON	Oct. 17	PENANG	Oct. 5
COCHIN	Oct. 1	PENANG	Oct. 6
DELHI	Oct. 15	RANGOON	Aug. 16
FRANCE	Sept. 30	SUEZ	Sept. 28
HONGKONG	Oct. 27	SINGAPORE	Oct. 6

The Bombay Gazette.

MONDAY, OCTOBER 24, 1864.

THE *Sunda*, bringing the English mail of the 29th September, arrived at Galle on the 21st inst. There occurred immediately the usual interruption on the line, and the telegram announcing that the steamer had been signalled only reached Bombay yesterday morning. Two or three short messages came through, and then followed another interruption between Patunben and Mansar. Our own telegrams are not to hand, but we hear that messages to the 3rd inst. report a very dull Cotton Market; Dhollera, 18d. per lb.

THE Editor of the *Times of India*, in his issue of Saturday last, brings or rather insinuates two charges against us: that we sell our telegrams, and that we rig the market with our leading articles. As the sting of a venomous creature is usually in his tail, so these charges are made carelessly and as it were by chance in the concluding paragraph of an article of otherwise harmless rigmarole. We are not going to deny the Reverend Mr. Gell the consolation which he evidently finds in the thought that the personal attacks of which he is the victim only prove him to be a man of some importance in his place and generation. As Bacon has it, "It was prettily devised of Æsop, the fly sat on "the axle-tree of the chariot-wheel, and said, "What a dust do I raise!" Mr. Gell is of more importance than the fly, for he sits unfortunately in the seat of the driver of the chariot—and surely, since Phaethon, never charioteer drove more recklessly and unskilfully—but his importance is similarly accidental. A mischievous monkey becomes for the moment of considerable importance to a beleaguered garrison or to the crew of a man-of-war, if he happens to have found his way into the Magazine with a lighted match in his hand. Mr. Gell himself certainly does not undervalue the importance of the position he occupies. His vain-glorious description of the *Times of India* as a journal which is no "small paper" (like the *Bombay Gazette*), which represents no mere class or party but is devoted to the interests of humanity at large, and which consequently enjoys, both in Europe and in Asia, a circulation as enormous and an influence as overwhelming as its motives are pure and its aspirations exalted, may of course be set down as one of the natural and pardonable tricks of trade. But we are free to admit that, in spite of Mr. Gell's mismanagement, the *Times of India* still retains a fair circulation and considerable influence out of the Bombay Presidency, and this is our sole reason for attaching any weight to what Mr. Gell says, and for thinking it necessary to examine and reply to the charge of dishonourable conduct which he has publicly made against the Editor of this journal. In Bombay itself we have had sufficient proofs of the condemnation which the public places, if not in our ability, at least in our desire, to conduct the *Gazette* in a spirit of honesty and independence, to justify us in saying that no defence of our honour and good faith is required by those who know us best.

First, then, with regard to the alleged sale of telegrams. This charge is correct, in a measure. We do sell our telegrams. On the other hand, we do not manufacture them for sale: that branch of the trade we leave to the *Times of India*, and we presume that Mr Gell means to refer to it when he speaks of the "legitimate business" which he intends to "stick to." We at all events take care to give our customers the genuine article; nor have we anything to disguise or be ashamed of when we sell to others at a fair price news which we obtain at great expense from England. Our Bombay readers know that when the mail steamer arrives here or at Galle there is a regular race among the dealers and brokers to get the latest telegrams. So many private messages now come through, that the news is conveyed through a dozen different channels into the bazaar at least one hour (if the mail arrives in the day-time) and several hours (if it comes in during the night) before the *Extras* of the newspapers can possibly be printed and distributed. Our own (Reuter's) telegrams, from their uniform correctness, have however gained so high a reputation that our office is, on such occasions, literally besieged by eager applicants for intelligence of the latest price of cotton. In these circumstances it is our practice, and we make no secret of it, when the wire-breakers allow our messages to come through, not indeed to show the full telegrams, but simply to communicate without delay the cotton news, to any one who agrees to pay us a fixed monthly charge for the privilege of early intelligence. We as a rule make this charge only to persons whom we do not know, and who are well able to pay it; those whom we know well, and who are subscribers to the *Gazette*, we are always ready to tell the news to without fee, as dozens of people in Bombay can testify. Now, can any sensible man say that this our practice of selling telegrams is at all objectionable? Our telegraphic service costs us on the average nearly Rupees 1,000 a month; and it is idle to suppose that we are not to sell news to merchants who think it safer to get their telegrams from a trustworthy agent in Bombay than to have them sent out direct from London. The *Times of India* has a regular agency for the sale of its own telegrams, by means of which it has twice within nine months been enabled to convulse all the markets of India, and send down cotton in Bombay, in particular, Rs. 100 a candy, with false messages (coming at one time from "Alexandria" and at the other from "Malta," and generally believed on both occasions to have been fabricated in Bombay), that hostilities had ceased between the Federals and the Confederates in America. We are amazed at the effrontery of the Editor of a journal which has been twice publicly convicted of such disgraceful fabrications in making it a charge against us that we sell our telegrams; and are still more amazed when we remember, what is now a matter of public notoriety, that the *Times of India* telegrams were for years if they are not still manipulated by a well-known broker, Mr. Manockjee Pestonjee Tuback, who had his place of business in the newspaper office and acted as the go-between of the late Editor and his wealthiest native patrons, and further that the alleged uses to which Mr. Knight put those telegrams during his partner's absence in England has caused a deadly quarrel between himself and Mr. Mull.

So much for selling telegrams. Turn we now to the second charge, the most serious that can be brought against the Editor of a newspaper, that we rig the market with our leading articles. We should "hold that man the worst of public foes" who prostituted to dishonest purposes the influence of a public newspaper. It is obvious that Editors of papers, in commenting on the news of the day, must often write what will tend either to raise or to lower prices in the market; and no doubt the articles in the *Bombay Gazette* have the power which ought to belong to the opinions of the leading political and commercial paper of Western India. But Mr. Gell goes further than this; and suggests that, in writing our articles, not only are we mainly intent on the effect which what we write will have on the value of shares and cotton, but we absolutely advocate opinions which we believe to be unsound for the purpose of rigging the market. We have only to give to this charge a plain and unqualified denial, and to call upon Mr. Gell to justify or apologize for what he has said. The reverend gentleman shall not be permitted this time to take refuge in a cowardly silence, or to say that his dignity forbids him to take notice of the *Gazette*. We are ready on all ordinary occasions to acknowledge Mr. Gell's immense social and intellectual superiority to every one else in Bombay; but, when there is a question of personal honour, he must be content to meet other men as his equals. "For, though I speak it to you, I think the "king is but a man, as I am; the violet "smells to him as it doth to me; the element "shows to him as it doth to me; all his senses "have but human conditions; his ceremonies "laid by, in his nakedness he appears but a "man." We would therefore respectfully pray Mr. Gell to lay aside his dignity for the nonce, and meet us as man to man. It is plain that Mr. Maclean is a scoundrel if he does what Mr. Gell accuses him of doing; plain also that Mr. Gell is a scoundrel if he lightly and without reason brings so base a charge against Mr. Maclean. We are determined that the question shall be brought to an issue, once for all. We therefore give Mr. Gell the lie; and challenge and defy him to prove his words.

EVERY day some new proof comes to light of the widely-spread injury caused by the hasty and ill-advised manner in which the amalgamation of the Indian Army with the Line was carried out. Unfortunately justice has been delayed so long that the public are getting heartily sick of constantly hearing about amalgamation grievances, and are anxious to have the subject passed over in silence. To adopt this course, however, in deference to the supposed wishes of the public, would be unjust to the hundreds of gentlemen whose professional prospects have been, if not altogether ruined, at least much deteriorated. The only way to get justice done to numbers of gallant men, who have deserved better treatment than they have received at the hands of their country, is to bring a constant and steady pressure of public opinion to bear on the authorities. It is in this way that the country redress Sir Charles Wood has granted has been wrung from his reluctant hands. Judging from the feeling hitherto displayed by both the Secretary of State for India and the Horse Guards, there is reason to fear that if the public suffer their attention to be diverted from the subject, and fail to vigilantly criticize every step taken in the matter, the unfortunate petitioners for justice will find themselves and their grievances utterly neglected.

Hitherto the woes of the locals have been brought into most prominent notice, and an impression has generally prevailed that the Ordnance Corps have gained considerable advantage by the recent changes. We have, however, before us a pamphlet entitled "The Royal Artillery as it is," in which it is clearly shown that the officers of the late Indian Artillery have, like every one that is affected by the amalgamation, just cause for complaint. They are, however, placed in such an unfortunate position that they cannot get the authorities to listen to their requests, as when they appeal to the Horse Guards they are informed that they are under the India Office, while Sir C. Wood declares that he cannot do anything for them as they are under the Horse Guards and that they had better apply there. The process will remind our readers of a game, very popular among children, in which one player is placed in the middle and then pushed by the other players from one to the other, each exclaiming as they give the shove, "you're none of my child."

The enormous Regiment of Artillery is divided into thirty-one Brigades, of which seventeen represent the old Royal, and fourteen the old Indian, Artillery. The two original corps are supposed by a pleasing fiction to be fused into one, though how there can be such a fusion where a different system of promotion is kept up we are at a loss to understand. One would have thought *a priori* that it would have been the object of the authorities so to blend the two as to form one homogeneous body, by making the same rules applicable to all; but it seems to be considered desirable to keep up invidious distinctions. Thus in the old Royal Artillery there are thirty-two General Officers to sixteen Brigades, who are kept in a separate list from those of the other branches of the Army; all General Officers not "Colonels Commandant" are unattached and promotions are made in their stead. Any officer who joins the Staff Corps is removed from the strength of his Regiment and gives a step to his juniors. All this is reversed in the case of the old Indian Artillery. In that corps, if it can now be called so, there are only twenty-four General Officers to fourteen Brigades, whose names are placed in the same list with those of the other branches of the Indian Army, so that succession to the rank does not necessarily fall to the Artillery service. The rules regarding the "Colonels Commandant" have not been allowed to take effect, and officers joining the Staff Corps are retained as nominal effectives and bar the promotion of their juniors. Again, a certain sum of money is allowed by Government to the senior officer of Artillery, but when an Indian officer attains that position he is not allowed to draw it.

The above facts, which we give on the authority of the pamphlet already mentioned, show how ingeniously the present system is calculated, like all the measures connected with the amalgamation (so called we suppose on the *lucus a non lucendo* principle), to create heart-burnings and jealousy and utterly destroy all *esprit de corps*. How can a Regiment constituted like the present Royal Artillery work harmoniously? The old Indian Artillery were very happy as they were and only wanted to be left alone. If the Government insist on transferring them bodily into another corps it seems only fair that they should be placed on equal terms with the officers of that corps. At present they are Royal and not Royal, Indian and not Indian—an anomaly which will become more painfully apparent when the Brigades now serving in India take their turn of home service.

We have argued hitherto solely from the Artillery point of view, following the lead of the pamphlet we have been considering. When we look at the question more generally we cannot but see that Sir C. Wood was correct in stating that placing the officers of the Indian on the same footing as those of the Royal Artillery will cause the former to supersede the officers of the local Indian Army. This is just one of the most characteristic features of the amalgamation scheme. So ill considered was it, that it is found impossible to do justice to one class without injuring another. In the present case Sir C. Wood has the option of granting the reasonable claims of the Artillery at the expense of the local officers, of leaving matters in their present unsatisfactory state, or of devising some scheme that will satisfy all parties. We feel pretty sure that he will not adopt the last course, and we fear that the Artillery officers will be bandied about like shuttlecocks between the India Office and Horse Guards for many a long day before they get any satisfaction. The only thing is for Government to look the question thoroughly, and if possible get some independent members to bring their case to the notice of Parliament, and we trust their efforts will meet with the success they deserve.

LATEST FROM ENGLAND.

(Private Telegrams.)

LIVERPOOL, 3RD OCT.

Cotton market closed quiet.
Fair Dhollera, 18d.

LIVERPOOL, 3RD OCT.

Cotton market dull.
Fair Dhollera, 17½d.
Broach, 17d.

LATEST INTELLIGENCE.

(By Electric Telegraph.)

COLOMBO, 20th October, 2 A.M.

Office opened at Trincomalee.

COCHIN, 21st October, 7-50 A.M.

Steamer *Comoria* sailed for Tuticorin.

GALLE, 18th October, 5-5 P.M.

Steamer *Elgin* sailed for Bombay.

COLOMBO, 20th October, 10-40 A.M.

Steamer *Arabia* sailed for Calcutta.

MADRAS, 22nd October, 7-48 A.M.

Steamer *India*, from Calcutta, anchored.

GUADUR, 22nd October, 6-20 P.M.

Steamer *Espiratee* left at 5 P.M. for Kurrachee.

CARWAR, 21st October, 7-15 A.M.

Steamer *Bushire*, from Calcutta, anchored.

BIMLIPATAM, 21st October, 6-45 A.M.

Steamer *Penang* left for Calcutta last night.

MADRAS, 21st October, 1-11 P.M.

Steamer *Queen of the South* returned: went to sea to escape foul weather.

GALLE, 21st October, 1-5 P.M.

Steamer *Sunda*, from Suez, anchored.

CALCUTTA, 21st October.

Government Paper, Four per cent., Rs. 9½ to Rs. 9¾ discount.
Five per cent., Rs. 2½ to Rs. 2¾ premium.
Five and a half per cent., Rs. 9 to Rs. 9½ premium.
Exchange on London, Bank Bills, 2s. 0¼d.
Freights to London, dead weights quite nominal.
Jute and Seeds, quite nominal.
Grey Shirtings, 14 by 13, 7 lbs., 40 inch, Rs. 10 per piece.
Madapollams, 13 by 11, 5 lbs., 32 inch, Rs. 4-4 to Rs. 4-5 per piece.
Mule Twist, No. 40, good seconds, 11½s. per Morah.
Market for Piece Goods little improved, but no enquiry.
Market for Twist little better.

THE Lieutenant-Governor of Bengal was to leave Darjeeling for Calcutta on the 16th instant.

THE *Deccan Herald*:—"ANOTHER WAGHUR WAR.—We have just been informed, on good authority, that the famine is pressing so heavily upon the people of Kattiawar, that the Waghurs have again become troublesome. Two Companies of the 16th Regiment N. I., with two European Officers, a few guns and mortars, with Artillery in charge of them, are about to be despatched to Kattiawar to engage the insurgents. The Waghurs, assisted by other budmashes, are assembled in some force amongst the hills of Kattiawar, and it will take the troops engaged some trouble to get at them. There is a general apprehension entertained of a famine in the province. Little or no rain has fallen for these last three or four months."

THE *Englishman's Overland Mail* (October 15):—"There is nothing to report since our last, our holidays being still in full force. Nothing is thought of but the immense loss and suffering caused by the hurricane which passed over us on the 5th. The condition we are in for want of docks and other means for repairing the damage has become painfully prominent, as well as the general neglect of the Port. One result of this misfortune will be, it is to be hoped, immediate steps towards improving it. Our Observatory in charge of a Native who may be a very good mathematician, but was evidently helpless in a case like this. He notes a remarkable variation in the Barometer on the 4th, but with the same intelligence as a machine, he made no report on the subject. So the violence of the storm passed over Kedgeree five hours before it reached Calcutta, but no one on the Electric Telegraph establishment was intelligent enough to report it, nor in Calcutta have we any signals for the information of the shipping. Yet we are subject to hurricanes and cyclones, though not always so serious as this last, but which almost always come up the Bay from the South at about ten miles an hour giving the Electric Telegraph many hours to warn the Port and Town."

THE *Indian Daily News*:—"The troops of the season from England for the annual relief have begun to arrive, the ships *Conflict* and *Sydenham* having, on Saturday, landed seven hundred and forty recruits, of which a large number are for the Artillery, and which marched into Fort William. Neither of the above-mentioned ships felt anything of the Cyclone in the Bay of Bengal having been too far to the southward to come within its influence. The ship *Clarence*, also just arrived, has brought a large number of troops."

THE *Delhi Gazette*:—"We congratulate the members of the medical service on a concession for which, although we have fought hard for it, we were not quite prepared just at present. A notification will shortly appear, ruling that Surgeons in charge of regiments will receive a staff allowance of Rs. 300 per mensem as heretofore; the order will have retrospective effect from the 16th ultimo.

"We cannot but express our satisfaction at India having a Viceroy who has deliberately set aside an absurd warrant, and does not shrink from responsibility. The public both at Home and in India are with him in this instance."

THE same:—"Rumour has it that the Bhootanese have submitted. They decline the challenge, and offer reparation for the insult given the British authorities in the person of the Hon'ble Ashley Eden.

"We cannot pledge ourselves to the truthfulness of the rumour, but consider the fact quite probable. It is not unlikely that Jung Bahadoor when called upon for aid, rather opened the eyes of the Bhootan chiefs on the subject of the power of the English Government and people.

"We hope, should rumour be right, that the Viceroy will exact compensation for the expense to which we have been put; and insist upon a substantial guarantee for future good conduct."

THE same:—"Great fears are entertained of a famine in the Punjaub."

THE same:—"We learn that the death of Major Hugh James, C.B., the Commissioner of Peshawur, announced in our last, was caused by a fit of bronchitis. Colonel J. Beacher succeeds the deceased officer."

THE same:—"Sir Herbert Edwardes, whose contemplated sudden departure from India we have mooted, the last rumour says is to be Foreign Secretary. Colonel Durand goes into Council if Sir Charles Wood will permit him. A man more thoroughly acquainted with frontier affairs of the general politics of India except perhaps Mr. Cooper of the Civil Service, now Commissioner of Lahore, could not be found for the post. The best writers in India in the Civil Service have generally been considered to be Mr. Temple, Mr. Cooper, and Mr. Clust; the best writers in the army and the good ones are—well, we won't say; but Colonel Sir Herbert Edwardes is about the best, and Major James of Peshawur, recently deceased, was the next best."

THE same:—"The Governor General arrived at Jullundhur on the morning of the 6th October, and received the Lieutenant Governorship with his brother and sons at 11 o'clock. His Excellency left that station between nine and ten at night, and took the good people of Umritsur completely by surprise at 3 on the morning of the 14th. The bheestees were pouring out the watery contents of their "bottles" on all the dusty roads the Royal wheels were likely to move along, a subordinate official or two looking on somewhat stupidly, and a policeman or so on the look out for what he did not expect at that time of night, when suddenly some two or three dark carriages drove past the Ram Bagh up to the Commissioner's residence, and the Governor General of "all the Indies," alighted as a plain gentleman with a small following. 'He remains here to-day,' says our correspondent, 'enjoying a quiet day's repose, in anticipation of the wear and tear of the next few days at Lahore. There is to be no levee here, but the Commissioner has invited a select party to meet His Excellency and suite at lunch. The Umritsur railway station was being handsomely decorated for the reception of the Governor General at four o'clock, or a little before, and the whole of the gardens of the place have been ransacked for flowers to lend enchantment to the view. The customary royal salute was fired from the ramparts of Govindghur at sunrise, and [illegible] of Lahore, and [illegible] Carriages [illegible] departure from the [illegible] Punjab, which our really respected Lieutenant Governor is pleased now and then to call a mufussil (suburb or satellite) of Lahore. Ten years hence Umritsur will so overshadow Lahore as the [illegible] metropolitan [illegible]

THE same:—"From another correspondent:—'Sir John Lawrence, G. C. B., arrived here this morning at a very early hour. Bent on seeing something of the station he went out with the Deputy Commissioner, Mr. McNabb, mounted on an unpretending dog-cart, before breakfast, escorted, however, by the Chiefs of the District Police on his right and left, and saw all that was to be seen. Sir Robert Montgomery comes in by special train at 2 o'clock for lunch, and returns of course with the Governor General to Lahore in the afternoon."

THE same:—"Our readers will remember what we said a short time ago, in allusion to the conduct of the authorities at Mooltan which almost drove the people into rebellion. We have to observe now, that no measures have yet been taken by Government to satisfy the citizens that they will be protected from the arbitrary and unwarrantable conduct of the officials set over them. Their petition is unanswered. If any report was made by the Commissioner it was made privately, or demi-officially, or whatever else it is customary to call the suppression of an important public question. The Governor General, we are aware, immediately telegrammed the Lieutenant Governor of these Provinces, to be furnished with particulars of the business, and the steps that had been taken. We are *not* aware whether the request received compliance, but presume Sir John Lawrence is not the man to submit to silence. At any rate the petition of the people remains unanswered! We shall allude to the subject again."

TRIAL TRIP OF THE STEAMER "INDORE."

AMONG the few opportunities which present themselves to a number of the Bombay residents for a pleasant day's enjoyment, there is none we hail with greater pleasure, no invitation we accept more cordially, than that to the trial trip of some good steamer. When we step upon the quarter deck and get a friendly greeting from the hospitable commander, afterwards associating with an agreeable company collected,—we must confess that at such a time our better nature gets the upper hand of us, and we feel disposed to vote a statue to every member of the Marine Engineer profession, from James Watt down to our worthy friend John Mackinlay of the Dockyard, for the treat we are enjoying. At such a trip we had the pleasure of being present on Saturday. The China Merchants' S. N. Company's Steamer *Indore*, which has been undergoing extensive repairs for the last two months, being now fit for sea, the usual trial of her speed &c. took place on that day. A few of the Directors of the Company were on board, and along with them some of their native friends. About thirty European gentlemen were present, among whom we noticed Captains Barker, Crockatt, and Dixon, Messrs. W. F. Weschè, N. Spencer, jun., E. G. Dawes, J. Mackinlay, R. Brooks, R. L. King, Dr. Niven, D. Lowe, C. Bannerman, W. Corke, S. Wilson, A. Johnson, &c. &c. Noon was the time appointed for all to be on board, and a few minutes after that hour the anchor was lifted and the order given to go ahead. From the extensive repairs effected on the *Indore* while in dock, consisting of a thorough refastening under her engines, sundry parts of the machinery renewed, fitted with a new steel shaft with Griffith's patent propeller, boilers thoroughly repaired, superheaters removed, and a great many other repairs and alterations, great anticipations were formed as to the speed she was likely to attain; and these, we are glad to say, were completely realised. In going out, the average run when timed was 10 knots,—her engines, however, not being on full speed, making 26½ revolutions with an average of 16lbs. of steam, and showing a vacuum of 27½ inches. When returning, with the ebb tide partly to contend with, she averaged about 12 knots, the engines making, say 32 revolutions, with the same average of steam and showing the same vacuum as in going out. While running in, some of the bearings got heated, but after a little delay to get these cooled we stood out again to sea for about 20 miles. During the trip a free table stood on the quarter deck, the native gentlemen taking their refreshments in the cabin. At 3 o'clock a most *recherché* dinner was served up, to which all the European gentlemen sat down. Captain Browne discharged the duties of the chair in his usual able happy manner, and Captain Dixon officiated as croupier. When the cloth was removed Mr. Brooks rose, and, craving a bumper for the toast he was about to give, proposed the health of Captain Browne, which we need hardly say was drunk with all the honours. In reply the Captain thanked the company for the hearty manner in which they had given him a bumper and for the warm expression of their feelings towards him which he had just witnessed, further remarking that, while he now had got his vessel into a thorough state of repair again, he could not but remember those who co-operated with him in working her, and especially to Mr. Nosedar, the Engineer Officer, and Mr. Houston, the Chief Officer, he was under many obligations, for which he would now beg to thank them. Captain Browne concluded by proposing "The Superintendent of Marine and his Staff." In the absence of Captain Young, C. B., whose official duties on shore unavoidably prevented his being present, Mr. Mackinlay, Chief Engineer and Inspector of Machinery in the Dockyard, replied to the toast. Captain Dixon then proposed "Success to the China Merchants' Steam Navigation Company," and Mr. Dawes gave "The health of Mr. Bomanjee Framjee Cama," both of which were pledged in full bumpers and were acknowledged by Captain Browne.

We reached the harbour on our return about six o'clock in the evening, when the visitors landed highly gratified with the day's proceedings. For ourselves we may say that we never spent a more pleasant day, or one on which our creature comforts were better attended to. There was no stint of anything, and as a friend jocularly remarked "Simpkin and Haycock" (*sic*) was no limited concern that day. To the China Merchants' Steam Navigation Company and to Captain Browne we are under many obligations for the courtesy and kindness we have invariably received at their hands, and we gladly accept this opportunity of making them a public acknowledgment thereof.

NEWS-LETTER.

(From our own Correspondents.)

LUCKNOW, 13TH OCTOBER.

It is not very clear to us, from the conflicting statements put forward by some of the papers, who is to be the successor of Sir Robert Montgomery, Lieutenant Governor of the Punjab. The choice, however, seem to be to lie between Col. Durand, the present Foreign Secretary, and Col. Edwardes, Commissioner in the Punjab. The former is an able officer no doubt, other

MR. CANDASS NARRONDASS' PARTY TO THE HON. MR. SCOTT.

On Saturday evening last Mr. Candass Narrondass invited a large number of European ladies and gentlemen as well as native gentlemen to his residence, for the purpose of doing honour to the Hon. Mr. Scott, previous to his departure for Europe. The assemblage was very numerous and embraced the elite of European and Native society; there could not have been less than 500 people present, by far the greater number of whom were natives. The grounds were decorated and illuminated in a very brilliant manner for the occasion and really had a very charming effect, reminding us of a certain fairy palace we have read of in the Arabian Nights. The interior of the mansion was fitted up with great taste and the luxurious comfort of the guests were provided for with a truly princely liberality. The worthy host received his guests at the entrance and conducted them to their respective seats with much grace and courtesy. The principal artistes of the Italian Opera Company were present to assist at a Concert, which commenced shortly after 9 o'clock with the Simphonia from the opera "Lucrezia Borgia" on the piano by Professor Emilio Usiglio, which he executed with a brilliancy that has favourably even with those amongst the European visitors who have been accustomed to good music in another land, and to the great delight and admiration of all. His tone and execution was beyond all praise, and fully realized the great expectations we had previously formed of him as an artiste. It was followed by a Fantasia, on the violin by Herr A. Kremser, from "Traviata," which was splendidly performed, being perfect in time from the highest to the lowest note, the variations were most effectively executed and called down the rapturous applause of his audience. Miss Bozetti in that gave a cavatina from "Marco Visconti" with great success, and distinguished herself particularly in the *variazione di Rodi*, which was highly admired. Signora and Signor Mazzucco Corri were well received in a duetto from "Il Barbiere." Signor Esquivel, the bass, delighted us with a splendid rendering of the aria "Signor Bonetta." Signor Giusti, the new tenor, executed an aria from "Rigoletto," in which he fully sustained the very high reputation which has preceded him from Europe; he has undoubtedly great talents, but to fully appreciate which we think he must be heard and such on the stage. The crowning achievement of the evening, in our opinion, however, belongs to Miss Bozetti, her splendid singing in the well known *duetto* in "Masnadieri" brought down an endless *bravo bravissimi*. This charming artiste is still very young, but sings in an extraordinarily pleasing manner and with great feeling. She is possessed of undoubted musical talent, and we are still of the same opinion (as we expressed on a former occasion) that she will become a great favourite with the public, many of her numerous admirers already call her the Prima Donna.

The Concert terminated at about half-past ten, when the guests were ushered into an adjacent saloon were a splendid supper was served up by our old and esteemed friend Pallonjee in his very best style, nothing was wanting that the most fastidious could desire. After, ample justice had been done to the creature comforts the health of the guest of the evening was proposed by a gallant gentleman who presides at the head of the Commissariat Department, which was of course received with the greatest enthusiasm and appropriately responded to by the Hon. gentleman, after which the company separated highly gratified with the brilliant entertainment that had been provided for them.

LANDING CARGO AND THE RESPONSIBILITY OF SHIP-MASTERS.

The following papers, having reference to the landing of cargo, and the responsibility of shipmasters regarding the same, were framed at the disposal of the Press on Saturday by the Chamber of Commerce:—

To the Hon'ble A. D. Roberson, Secretary to Government.

Bombay, Office of the Commissioner of Customs, 25th August 1864.

Sir,—Under sections 51 and 52 of Act. VI. of 1863, commanders of vessels seem bound to retain goods brought by them to port for a period of eight days after arrival—this period being to allow the consignees to send boats for their goods and land them.

2. But the necessity of a ship frequently and almost always tegnire that she should discharge and land a portion of her cargo at once, as without doing so the goods low down in the hold cannot be reached, and consignees will not come to receive their goods in the order they are brought upon deck.

3. To obviate the inconvenience so occasioned, the master of the vessel therefore obtains permission from the Custom House to land the goods upon the wharf, where they are retained under his agent's care, until the consignees come and take them, or until the master hands the goods over to the Customs, under section 52 of the Act.

4. This has given rise to a doubt whether the master having so landed the goods before the full completion of 15 days, has power to detain them in the ship's hold, refusing to permit landing and other charges claimed, or whether, as the goods have been placed upon the Custom House premises, the latter authorities cannot direct the goods to be removed by the consignees, on the Government claim for duty having been made good.

5. Serious disputes have been originated on this account, and in one case the importer obtained the Police Office for the removal of [illegible] Court, which the master [illegible] at payment [illegible]

6. If, however, the master has the power to detain [illegible] may be permitted to do so, and if he has not, if the Custom House may direct him, or has the power to direct that the goods be placed on the premises.

7. Act V. of 1863 is silent upon the point, and therefore the English Carriers' Law may perhaps scale it. I made application to Calcutta to ascertain the practice there, and have been informed by the Collector of Customs as follows:—

"I have no power with a commander or a vessel holding his goods before the period of 15 days specified in section 52 of the Customs Act, further than that I do not allow goods so landed to remain outside. They are passed at once into the Custom House, where a shed is allotted for their receipt, but the goods are in the custody of the commander of the vessel—that is so far as the responsibility goes. Each shed has two passing officers—one who notes receipts, the other delivery—so that the revenue is perfectly secure.

"If an importer, owner, or consignee makes application for such goods at the Custom House, the goods delivery on payment of duty and wharfage due. The goods having been delivered before the dates prescribed, must be delivered to the owner &c., as the commander ought to have retained them on board and has landed them for his own convenience. Under such circumstances, the commander, as a rule, is generally willing to forego the landing charges; but he has no lien on the goods for such charges, unless *landed* after 15 days have expired."

8. It will be seen from this that at Calcutta the Custom House allows the goods to pass and does not admit the right of the master to detain them. The question, however, if such a proceeding is expedient to curtail the time allowed by law, and to permit the goods to be sent to the Custom House before the expiration of the prescribed period, I think he would be held to have ceased to act as a public functionary under the Act, and to be acting as the private agent of the master or owner of the vessel, and, if so, he should look to his principal for indemnities as well as for an indemnity, for the Act of the Legislative Council affords him neither the one nor the other.

9. The only course that I can suggest for the protection of an officer so is acting that he should decline to receive goods (other than small packages under section 55) before the time when [illegible] unless the master expressly and distinctly abandons any lien he may have [illegible]

J. P. Backensyn, Solicitor to Government.

Bombay, Office of the Commissioner of Customs, 17th October 1864.

True copies forwarded for the information and guidance of the Deputy Commissioner P. D.

2. In respect to goods, the permission to land which is granted before the completion of the 15 working days required by law, they should be allowed to land them upon the wharf on the condition only, that the commander of the vessel forgoes all lien upon them, landing charges &c., as suggested in the last para. of the report of the Government solicitor, and as appears to be the practice at Calcutta.

3. It is particularly directed therefore, that this be made known to all masters of vessels seeking to land cargo before the 15 days, and their consent in writing must be taken.

G. Inverarity, Commissioner of Customs.

MAZAGON POLICE OFFICE.—*22nd October.*

(Before H. L. Brown, Esq.)

A Dishonest Servant.—A young Parsee, by name Byramjee Shapoorjee, servant in the employ of Mr. Curseejee Rustomjee Wadia, was placed at the bar, charged with the theft of certain gold ornaments and wearing apparel and other articles, of the aggregate value of Rs. 1,200, the property of Mr. Framjee Rustomjee Wadia.

Mr. Mayhew conducted the prosecution.

Mr. Nusserwanjee defended the accused.

Framjee Rustomjee Wadia sworn, and examined by Mr. Mayhew, stated:—I am a merchant and live in Khetwadiy. I know the prisoner at the bar, Byramjee Shapoorjee. He was a servant in the employment of my brother, Curseejee Rustomjee, who lived in the same house with me. During the last twelve months I have missed out of my house clothes and ornaments of the value of about Rs. 1,200. On the 6th or 7th of September last I received information from one Ramchunder Bhowaneesunker relative to my missing property, who is a mehta in my service. After he had given me the information referred to, he went out, and returned with the violet colored saree now produced. I identified it as mine. I missed that saree from my house in the month of June last. I then reported the matter to the police, and Constable Wakefield came to my house, and made enquiries. On the following day, the 8th or 9th of September, Constable Wakefield brought to me the red and blue silk sarees now produced; I missed these two sarees from my house at the end of June or beginning of July last. On the 10th of October, instant, Baloo Havildar brought to me the other five red silk sarees and the two gold bangles, now produced. I identified them to be my property. I missed those five sarees and the two gold bangles from my house in the month of August last. At the same time I saw the prisoner in the custody of the police. He left my brother's service on the 5th September. My brother discharged him for using abusive and threatening language. That is the reason why I suspected him in my house, of which I had acquainted him. The violet colored silk saree is of the value of Rs. 30. The red and blue sarees are of the value of thirty-five rupees each, or Rs. 70. The other five red silk sarees, now produced, are of the value of forty-five rupees each, or Rs. 225 together. The two gold bangles are of the value of Rs. 125. All the aforesaid articles are my own property.

Cross-examined by Mr. Nusserwanjee.—I am a member of a joint Parsee family. This is my own property, not that of the joint family. The sarees and bangles are my wife's property. I do not recollect whether they were purchased with my own money, but I know they are my property. The sarees labelled A., B., and C. were never in the possession of my brother Curseejee's wife. It is usual in a family like mine, on great occasions, to present servants with clothes, sarees inclusive. In our house we have about a dozen servants, male and female. I have heard that while the prisoner was in our service clothes were presented to him. I am unable to say the value of those clothes. I had acquainted him.

Re-examined by Mr. Mayhew.—I dismissed the three servants on suspicion in the month of February. All these sarees were in my possession subsequent to the month of February.

Ramchunder Bhowaneesunker, a mehta in the service of the prosecutor, was next examined, whose evidence was to the effect that one day, about five months ago, he saw the prisoner in the Kalbadevi Road. He had then the three sarees in his possession, which he was offering for sale to people passing on the road. One day witness received from one Sadasew Wishwanath the violet coloured saree which he took to the prosecutor.

Sadasew Wishwanath, mehta in the service of one Lalljee Natha, identified the violet colored saree, which he bought from the accused about five months ago.

Several other witnesses were also examined at considerable length, all materially corroborated the statement of the last witness.

His Worship adjourned the case for further investigation until Wednesday the 26th instant, at 11 o'clock in the forenoon. The prisoner was released on bail.

LAW.

HIGH COURT.—Appellate Side.

Wednesday, 12th October 1864.

Before Sir Joseph Arnould, Acting Chief Justice, Mr. Justice Forbes and Mr. Justice Tucker.)

RIGHTS OF AN OFFICIAL ASSIGNEE.

In re Hunt, Monnet & Co., exparte Gamble, Official Assignee, &c.

Kelly and More, and Mr. McCombie for the Official Assignee; Mr. White and Mr. Parley and others for different opposing creditors.

Sir Joseph Arnould delivered judgment as follows:—

In this case cause was shown on Wednesday (5th October) against several rules granted by this Court on the 21st of last September, at the instance of the Official Assignee of the Insolvent Firm of Messrs. Hunt, Monnet and Co. Of these creditors all except two were creditors holding decrees. The rules served on all those creditors with the exception of Bholagir called upon each of them to show cause why an order of the Judge of Poona on the 29th August last (confirming a previous order of the Principal Sudder Ameen of Poona of the 16th June last) should not be reversed or varied, and the order served on Bholagir called on him to show cause why an order of the same Judge, made on the 21st September last, refusing to grant him an injunction restraining the 28th of September of the same principal Sudder Ameen made in Bholagir's favour against the Insolvent estate, should not be reversed or varied. The following are the material facts in the case. It being known that the firm of Hunt, Monnet & Co. was in difficulties, the Poona creditors of the firm in the earlier part of the present year filed several suits against the firm in the Court of the Principal Sudder Ameen of that city. It is not necessary to go minutely into the facts and dates of the different suits in order to decide on the merits of the present application. It would be necessary no doubt to ascertain and state with exactness the dates of the several suits, if the question of priority as between the Official Assignee and the creditors had to be determined. But that is not the question which we have to determine here and now. For the present purpose it is sufficient to state that Bholagir and several of the other creditors obtained decrees on the 16th, or about the 16th or 23rd of June, and under all these decrees the attachments were placed on the property of the Insolvent firm at Poona in the course of the 30th of June. In the case of one of the creditors the attachment was not it appears, placed till the 4th of July, in the case of two of the creditors, their suits were still pending at the date of the petition presented in the Insolvency on the 20th July, the day on which the Official Assignee made his first application to this Court, and since which date all the suits and proceedings thereon have remained in *statu quo*. After the creditors in Poona had been thus exerting themselves, steps were taken in the 30th June, Monnet filed a petition in the Insolvent Court on which, on the same day, the order was made under the 21st section of the Insolvent Act, vesting all the real and personal estate of the firm of Hunt, Monnet and Co., in the Official Assignee. On the 30th of June, therefore, the Official Assignee had vested in him for the benefit of the general body of the creditors all the estate and interest of *Insolvent firm* and on the 1st July all the separate estate of the Insolvent partner James Hunt. On the 1st of July Hunt was adjudicated an Insolvent on the petition of a creditor, and under Section XI. of the Act his estate, the usual order having been subsequently made, vested in the Official Assignee. It may be as well to state clearly the effect of this vesting order under the Indian Insolvent Act (1 Vic. Chap. XXI.) By Sections 7 and 11 of that Act from the moment of the vesting order being made all the property, real and personal, of the Insolvent and all their rights to any such property, "whether within the territories within the limits of the Charter of the (late) East India Company, or without," and all debts due or growing due to them, became absolutely vested in the Official Assignee as trustee for the general body of creditors from the date of the Insolvent's notion (under section 7) and from the date of the creditor's petition and adjudication (under section11). The rights of the Official Assignee for the benefit of the general body of creditors over the property of the Insolvent lawfully vested in him, wherever that property may be situated, all rights that must be respected as I recognised now within the limits of the Supreme Town jurisdiction only but by all courts wherever situated, in which the Official Assignee has reason to appear on behalf of the general body of creditors. The Official Assignee, having thus obtained his two vesting orders, one on the 30th June, the other on the 1st of July, proceeded himself on the 4th of July in the Court of the Principal Sudder Ameen of Poona, where and when he made what we must consider an ill-advised application. Instead of applying as he might and ought under section 245 of the Civil Procedure Code to have the attachments, already laid on removed, he made an application also unsupported, as will presently appear, either by principle or precedent. He applied to the Principal Sudder Ameen not to lay on any more attachments, to recognise him in his capacity of Official Assignee, and as such to add him as a party under section 73 of the Procedure Code, not only in the suits which were then pending but also in the suits which had been already passed. The Principal Sudder Ameen took time to consider this application and on the 16th July refused it, on the ground that if treated as an application to be added as a party to the suits he could not entertain it under sec. 73 of the Civil Procedure Code, and if treated as an application to stay proceedings under section XI I.c. of the Insolvent Act the Official Assignee had no *locus standi*. That section only gives him power to stay proceedings as to debts or demands actually entered in the schedule and which are proved to the satisfaction of the Court applied to to be the identical debts or demands which form the subject of claim in the suits or proceedings which it is sought to stay. Immediately after this order was given the Official Assignee on the 20th July came before this Court and obtained two rules, 1. A rule absolute for the stay of proceedings in the case of the [illegible] having very properly declined to interfere, the Official Assignee on the 20th July came before this Court and obtained two rules, 1. A rule absolute for the stay of proceedings in the case of the [illegible] cases of suits in which a decree had been then already given until the Official Assignee should have time to make further application if so advised either to the Insolvent Court in Bombay or to the Courts in Poona, or until further order. 2. With regard to the two suits then pending the Court was induced, at the strong solicitation of the counsel for the Official Assignee, to grant a *rule nisi* calling on the defendants in those two suits to show cause why the Official Assignee should not be entered on the record as a co-defendant; the Court intimating at the time that they granted even a *rule nisi* with considerable reluctance, and that the applicant must take it entirely at his own risk. Having thus obtained a further stay of the proceedings, the Official Assignee appealed to Mr. Walter, the District Judge of Poona, against the order of the Principal Sudder Ameen of the 16th June. On the 29th of August Mr. Walter made the first of the two orders which it is now sought to set aside, viz., an order confirming that of the Principal Sudder Ameen of the 16th June, both as to the suits in which decrees had been actually passed and also as to the two suits which were then pending. As regards the first class of suits the grounds of Mr. Walter's decision may be shortly thus stated, regarding the application of the Official Assignee as an application to be made a party to suits in which decrees had been actually passed against the Insolvent estate, the Official Assignee had shown no ground of law, either in the Insolvent Act or under the Civil Procedure Code, on which such application should be based; regarding his application on the other hand as an application under section 49 of the Insolvent Act to stay proceedings, the short and complete answer was that such section could by its terms only apply to cases in which a schedule had actually been filed, and in which it was proved to the satisfaction of the Court, to whom the application was made, that the proceedings sought to be stayed were proceedings arising out of suits founded on the identical debts or demands entered in such schedule against the names of the several creditors by whom such suits had been respectively filed. As no schedule had been filed in this Insolvency at the time of the application in question, no schedule had been filed until a week or so before the last argument before us was brought on, the application, regarded as an application to stay proceedings, must of course fail. With regard to the application of the Official Assignee to be admitted as a party in the two pending suits, Mr. Walter held that though, under section 73 of the Civil Procedure Code, the same objections did not exist as in the case of the suits in which decrees had been passed, yet that he found nothing in the Procedure Code to favour such an application by the Official Assignee, seeing from both of the Codes applying only to suits brought by insolvent plaintiffs, and leaving suits against insolvent defendants to the operation of the previously existing law, as to staying proceedings in those suits, he thought the objection arising out of the want of a schedule was as applicable to this class of suits as to those in which decrees had been passed, and, therefore, as to those two suits also, he confirmed the order of the Principal Sudder Ameen. An attempt was then made to induce Mr. Walter to admit an appeal against the decree passed on the 28th June by the Principal Sudder Ameen in favour of Bholagir. On the 1st September last Mr. Walter refused to admit the appeal against the decree on the ground that as he had already decided that the Official Assignee had no right as such to be heard as a party in that suit or in proceedings taken thereon, so he had no right to present an appeal against the decree passed thereon. In order to ascertain whether Mr. Walter was right or wrong in the three classes of orders he thus made—it will be requisite to state briefly the effect of insolvency on the relative rights of the Official Assignee and the creditors of an insolvent:—

1st. In regard to suits pending at the date of the vesting order, 2nd in regard to suits in which a decree has passed at the date of the vesting order, but in which attachment has not there been laid on, or in which an action sale under the decree has not taken place. We will consider first the rights of parties entitled on contracts (as the suits now in question all are. In suits founded on contract, (with very few exceptions) in which the Insolvent was a plaintiff, the old rule was that the suit abated, that is came to an end by the insolvency of the plaintiff; this remained the rule in England till the year 1852 when from the Common Law Procedure Act of that year (15 and 16 Vics, c. 76, section 142) provided "that the bankruptcy or insolvency of the plaintiff in any action which the Assignees might maintain for the benefit of the creditors, shall not be pleaded in bar to such action, unless the Assignees decline to continue it and give security for the costs thereof, &c., and in case the Assignees neglect or decline to continue the action and give such security &c. the defendant, may within eight days after such neglect or refusal, plead the bankruptcy or insolvency."

This only affects the suits pending at the time of the vesting order in which the insolvent is plaintiff, and as to these suits, and those only, it gives the Assignees a power they did not possess (and which they now possess, of course only exercise within the strict limits of the Statute), not indeed of being added as parties to the suit with the bankrupt (such a thing was never thought of), but of carrying on the suit on behalf of the general body of the creditors in substitution and in lieu of the insolvent. As to suits pending at the date of the vesting order in which the insolvent is defendant, they are not touched by the Statute; they remain as they were at Common Law, as to them the Assignees have no power whatsoever of continuing to defend them in substitution of the insolvent, the same my power of getting themselves added as co-defendants in such suits, together with the insolvent. The law as to pending suits is the same in India as in England, except indeed in so far as section 49 of the Indian Insolvent Act has supplied a procedure for the stay of suits pending against the insolvent as defendant, which does not exist so far as we can discover in law of the English Insolvency Acts and to which reference has already been made. But this clause only applies after a schedule has been filed. With regard to pending suits in which the insolvent is plaintiff, section 106 of the Code of Civil Procedure is (except as a slight improvement in language in the concluding words of the clause) the same as section 142 of the English Common Law Procedure Act of 1852. The result then is, that as to suits pending at the date of the vesting order in which the insolvent is plaintiff the law in England and India is the same, viz., that the Official Assignee may, on certain specified conditions, carry on such suits for the benefit of the general body of creditors, in substitution of, but not as, co-plaintiff on the record with the insolvent. As to pending suits in which the insolvent is a defendant, the law in India is the same as the law in England, except that under section 49 of the Indian Insolvent Act the powers of the Official Assignee are specially directed after filing of the insolvent's schedule and before his discharge, to stay suits and all proceedings therein founded on any debt or demand inserted in the schedule, or proof to the Court's satisfaction that the debt or demand so inserted in the schedule are identical with that which forms the subject of the suits &c. which they are asked to stay. As to any power of continuing such actions in substitution of the insolvent defendant, or of being made parties to the suit in addition to the insolvent defendant, the Official Assignee in India has not such power, any more than the corresponding Official Assignee in England. Section 49 of the Indian Insolvent Act, on which some stress was laid in the course of the argument, gives the Official Assignee no such power, that relates not at all to suits pending at the time of the insolvency, but to suits which, from the time of the insolvency, the vesting order might have commenced, prosecuted or defended, and which, therefore, the Official Assignee, after the insolvency, shall not be precluded, provided *he first obtains the leave of the Court*, from commencing, prosecuting, or defending in the name, as Official Assignee of the Insolvent, for the benefit of the general body of the creditors. This section has no application whatever to suits commenced, prosecuted, or in course of being defended by the insolvent at or before the date of the insolvency, i. e., of the vesting order. Having now seen how insolvency affects the relative rights of the Official Assignee and the creditors of the insolvent as to suits pending at the date of the petition, we next proceed to consider their relative rights as to suits in which a decree has been given, or, in the language of the Civil Procedure Code, in which a decree has been passed prior to that date. As to this neither in England, nor in India, have the Assignees of an insolvent ever been held to have any right to step in after judgment and decree, *to get themselves made parties to the suit with a view of moving for new trial, setting aside the judgment, or for any other purpose whatsoever.* They have invariably been left in such cases to try their rights to the property, if the time of execution, by action brought, either against the Sheriff for an improper execution of the decree, or against the purchaser under the decree; the former mode of procedure being that generally adopted. The cases which have been decided on the relative rights of Assignees of bankrupts, bankruptcy and insolvency as is well known, having been long distinguished from one another in the English system, and insolvency, being of comparatively recent introduction. The principal distinction as effecting the present point between the two systems is this that in the bankruptcy the right of property vests in the Assignees as from the date of the act of bankruptcy, which was often a matter of days, and in the case of insolvency, it vests from the date of the petition of the insolvent, or from the date of the petition of a creditor followed by adjudication of insolvency, both of which are ascertainably public and notorious. This distinction (which by the way was fixed by the well-known decision of Lord Mansfield in Cooper *vs.* Chitty (1st Burrows 20) that a Sheriff who has seized the goods of a bankrupt after an Act of Bankruptcy, but before the commission (or fiat), and sold them after the commission (or fiat) and assignment, is liable to an action brought to the suits of the Assignees of a bankrupt for the recovery of goods of their value. The rule is established by this case, proven on the plain principle that when the Sheriff sold, that which he sold was not the property of the bankrupt (which alone he was authorized to sell), but the property of the Assignees—as is well-known to the English lawyer. It was also decided that the Assignees might, as the English law now stands (Vict. c. 32, and proceed against the Sheriff as for the breach of an implied contract for the proceeds of the goods (Kitchen *vs.* Campbell, 3 Wils 304),—Young *vs.* Marshall 5 Bing. 43; Clarke *vs.* Gilbert 2 Bing. N. C. 343) and the principle of the above decisions was extended to insolvency in the case of Grooves *vs.* Cowham, 10 Bing 3 (a case decided on the 34th Section of the Insolvent Act, 7 Geo. IV., c. 57). The operation of this rule of law was altered as to Sheriff's by the 1st and 3rd Vic., c. 29, subsequently and more completely by the 12 and13 Vic., c 106, section 133, the result of which is as follows: all attachments against the lands of a bankrupt *bona fide* executed by seizure, and all attachments against the goods of a bankrupt *bona fide* executed by seizure and sale, shall be deemed valid, notwithstanding any prior Act of Bankruptcy, provided the creditors, at the time of levying the attachment, had no notice of any prior Act of Bankruptcy. In the Insolvent Act and the legislative provisions last referred to have never been introduced into India, in point of fact they were not so much wanted here, the insolvency system established by the Indian Insolvent Act (1 Vic., c. 21, vesting the property of the insolvent in the Official Assignee, not from the date of a prior act of Bankruptcy, which might be and often was of a secret nature, but from the date of the petition of the insolvent, or of a creditor, followed by adjudication of insolvency, both of which were notorious public in their nature and duly chronicled in the official *Gazettes* of the several Presidencies. Such in brief is the settled law as to the rights of Assignees in India as to suits pending at the date of the vesting order. The law as to suits in which a decree has been passed at the date of the vesting order, but in which attachment has not been laid on, or in which the sale under the decree has not taken place. We will consider first the rights of parties entitled on contracts (as the suits now in question all are. In suits founded on contract, (with very few exceptions) in which the Insolvent was a plaintiff, the old rule was that the suit abated, that is came to an end by the insolvency of the plaintiff; this remained the rule in England till the year 1852 when from the Common Law Procedure Act of that year (15 and 16 Vics, c. 76, section 142) provided "that the bankruptcy or insolvency of the plaintiff in any action which the Assignees might maintain for the benefit of the creditors, shall not be pleaded in bar to such action, unless the Assignees decline to continue it and give security for the costs thereof, &c., and in case the Assignees neglect or decline to continue the action and give such security &c. the defendant, may within eight days after such neglect or refusal, plead the bankruptcy or insolvency."

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The law as to pending suits is the same in India as in England, except indeed in so far as section 49 of the Indian Insolvent Act has supplied a procedure for the stay of suits pending against the insolvent as defendant, which does not exist so far as we can discover in law of the English Insolvency Acts and to which reference has already been made. But this clause only applies after a schedule has been filed. With regard to pending suits in which the insolvent is plaintiff, section 106 of the Code of Civil Procedure is (except as a slight improvement in language in the concluding words of the clause) the same as section 142 of the English Common Law Procedure Act of 1852. The result then is, that as to suits pending at the date of the vesting order in which the insolvent is plaintiff the law in England and India is the same, viz., that the Official Assignee may, on certain specified conditions, carry on such suits for the benefit of the general body of creditors, in substitution of, but not as, co-plaintiff on the record with the insolvent. As to pending suits in which the insolvent is a defendant, the law in India is the same as the law in England, except that under section 49 of the Indian Insolvent Act the powers of the Official Assignee are specially directed after filing of the insolvent's schedule and before his discharge, to stay suits and all proceedings therein founded on any debt or demand inserted in the schedule, or proof to the Court's satisfaction that the debt or demand so inserted in the schedule are identical with that which forms the subject of the suits &c. which they are asked to stay. As to any power of continuing such actions in substitution of the insolvent defendant, or of being made parties to the suit in addition to the insolvent defendant, the Official Assignee in India has not such power, any more than the corresponding Official Assignee in England. Section 49 of the Indian Insolvent Act, on which some stress was laid in the course of the argument, gives the Official Assignee no such power, that relates not at all to suits pending at the time of the insolvency, but to suits which, from the time of the insolvency, the vesting order might have commenced, prosecuted or defended, and which, therefore, the Official Assignee, after the insolvency, shall not be precluded, provided *he first obtains the leave of the Court*, from commencing, prosecuting, or defending in the name, as Official Assignee of the Insolvent, for the benefit of the general body of the creditors. This section has no application whatever to suits commenced, prosecuted, or in course of being defended by the insolvent at or before the date of the insolvency, i. e., of the vesting order. Having now seen how insolvency affects the relative rights of the Official Assignee and the creditors of the insolvent as to suits pending at the date of the petition, we next proceed to consider their relative rights as to suits in which a decree has been given, or, in the language of the Civil Procedure Code, in which a decree has been passed prior to that date. As to this neither in England, nor in India, have the Assignees of an insolvent ever been held to have any right to step in after judgment and decree, *to get themselves made parties to the suit with a view of moving for new trial, setting aside the judgment, or for any other purpose whatsoever.* They have invariably been left in such cases to try their rights to the property, if the time of execution, by action brought, either against the Sheriff for an improper execution of the decree, or against the purchaser under the decree; the former mode of procedure being that generally adopted. The cases which have been decided on the relative rights of Assignees of bankrupts, bankruptcy and insolvency as is well known, having been long distinguished from one another in the English system, and insolvency, being of comparatively recent introduction. The principal distinction as effecting the present point between the two systems is this that in the bankruptcy the right of property vests in the Assignees as from the date of the act of bankruptcy, which was often a matter of days, and in the case of insolvency, it vests from the date of the petition of the insolvent, or from the date of the petition of a creditor followed by adjudication of insolvency, both of which are ascertainably public and notorious. This distinction (which by the way was fixed by the well-known decision of Lord Mansfield in Cooper *vs.* Chitty (1st Burrows 20) that a Sheriff who has seized the goods of a bankrupt after an Act of Bankruptcy, but before the commission (or fiat), and sold them after the commission (or fiat) and assignment, is liable to an action brought to the suits of the Assignees of a bankrupt for the recovery of goods of their value. The rule is established by this case, proven on the plain principle that when the Sheriff sold, that which he sold was not the property of the bankrupt (which alone he was authorized to sell), but the property of the Assignees—as is well-known to the English lawyer. It was also decided that the Assignees might, as the English law now stands (Vict. c. 32, and proceed against the Sheriff as for the breach of an implied contract for the proceeds of the goods (Kitchen *vs.* Campbell, 3 Wils 304),—Young *vs.* Marshall 5 Bing. 43; Clarke *vs.* Gilbert 2 Bing. N. C. 343) and the principle of the above decisions was extended to insolvency in the case of Grooves *vs.* Cowham, 10 Bing 3 (a case decided on the 34th Section of the Insolvent Act, 7 Geo. IV., c. 57). The operation of this rule of law was altered as to Sheriff's by the 1st and 3rd Vic., c. 29, subsequently and more completely by the 12 and13 Vic., c 106, section 133, the result of which is as follows: all attachments against the lands of a bankrupt *bona fide* executed by seizure, and all attachments against the goods of a bankrupt *bona fide* executed by seizure and sale, shall be deemed valid, notwithstanding any prior Act of Bankruptcy, provided the creditors, at the time of levying the attachment, had no notice of any prior Act of Bankruptcy. In the Insolvent Act and the legislative provisions last referred to have never been introduced into India, in point of fact they were not so much wanted here, the insolvency system established by the Indian Insolvent Act (1 Vic., c. 21, vesting the property of the insolvent in the Official Assignee, not from the date of a prior act of Bankruptcy, which might be and often was of a secret nature, but from the date of the petition of the insolvent, or of a creditor, followed by adjudication of insolvency, both of which were notorious public in their nature and duly chronicled in the official *Gazettes* of the several Presidencies. Such in brief is the settled law as to the rights of Assignees in India as to suits pending at the time of the vesting order. The law as to suits in which a decree has been passed at the date of the vesting order, but in which attachment has not there been laid on, or in which the sale under the decree has not taken place. We will consider first the rights of parties entitled on contracts (as the suits now in question all are. In suits founded on contract, (with very few exceptions) in which the Insolvent was a plaintiff, the old rule was that the suit abated, that is came to an end by the insolvency of the plaintiff; this remained the rule in England till the year 1852 when from the Common Law Procedure Act of that year (15 and 16 Vics, c. 76, section 142) provided "that the bankruptcy or insolvency of the plaintiff in any action which the Assignees might maintain for the benefit of the creditors, shall not be pleaded in bar to such action, unless the Assignees decline to continue it and give security for the costs thereof, &c., and in case the Assignees neglect or decline to continue the action and give such security &c. the defendant, may within eight days after such neglect or refusal, plead the bankruptcy or insolvency."

This only affects the suits pending at the time of the vesting order in which the insolvent is plaintiff, and as to these suits, and those only, it gives the Assignees a power they did not possess (and which they now possess, of course only exercise within the strict limits of the Statute), not indeed of being added as parties to the suit with the bankrupt (such a thing was never thought of), but of carrying on the suit on behalf of the general body of the creditors in substitution and in lieu of the insolvent. As to suits pending at the date of the vesting order in which the insolvent is defendant, they are not touched by the Statute; they remain as they were at Common Law, as to them the Assignees have no power whatsoever of continuing to defend them in substitution of the insolvent, the same my power of getting themselves added as co-defendants in such suits, together with the insolvent. The law as to pending suits is the same in India as in England, except indeed in so far as section 49 of the Indian Insolvent Act has supplied a procedure for the stay of suits pending against the insolvent as defendant, which does not exist so far as we can discover in law of the English Insolvency Acts and to which reference has already been made. But this clause only applies after a schedule has been filed. With regard to pending suits in which the insolvent is plaintiff, section 106 of the Code of Civil Procedure is (except as a slight improvement in language in the concluding words of the clause) the same as section 142 of the English Common Law Procedure Act of 1852. The result then is, that as to suits pending at the date of the vesting order in which the insolvent is plaintiff the law in England and India is the same, viz., that the Official Assignee may, on certain specified conditions, carry on such suits for the benefit of the general body of creditors, in substitution of, but not as, co-plaintiff on the record with the insolvent. As to pending suits in which the insolvent is a defendant, the law in India is the same as the law in England, except that under section 49 of the Indian Insolvent Act the powers of the Official Assignee are specially directed after filing of the insolvent's schedule and before his discharge, to stay suits and all proceedings therein founded on any debt or demand inserted in the schedule, or proof to the Court's satisfaction that the debt or demand so inserted in the schedule are identical with that which forms the subject of the suits &c. which they are asked to stay. As to any power of continuing such actions in substitution of the insolvent defendant, or of being made parties to the suit in addition to the insolvent defendant, the Official Assignee in India has not such power, any more than the corresponding Official Assignee in England. Section 49 of the Indian Insolvent Act, on which some stress was laid in the course of the argument, gives the Official Assignee no such power, that relates not at all to suits pending at the time of the insolvency, but to suits which, from the time of the insolvency, the vesting order might have commenced, prosecuted or defended, and which, therefore, the Official Assignee, after the insolvency, shall not be precluded, provided *he first obtains the leave of the Court*, from commencing, prosecuting, or defending in the name, as Official Assignee of the Insolvent, for the benefit of the general body of the creditors. This section has no application whatever to suits commenced, prosecuted, or in course of being defended by the insolvent at or before the date of the insolvency, i. e., of the vesting order. Having now seen how insolvency affects the relative rights of the Official Assignee and the creditors of the insolvent as to suits pending at the date of the petition, we next proceed to consider their relative rights as to suits in which a decree has been given, or, in the language of the Civil Procedure Code, in which a decree has been passed prior to that date. As to this neither in England, nor in India, have the Assignees of an insolvent ever been held to have any right to step in after judgment and decree, *to get themselves made parties to the suit with a view of moving for new trial, setting aside the judgment, or for any other purpose whatsoever.* They have invariably been left in such cases to try their rights to the property, if the time of execution, by action brought, either against the Sheriff for an improper execution of the decree, or against the purchaser under the decree; the former mode of procedure being that generally adopted. The cases which have been decided on the relative rights of Assignees of bankrupts, bankruptcy and insolvency as is well known, having been long distinguished from one another in the English system, and insolvency, being of comparatively recent introduction. The principal distinction as effecting the present point between the two systems is this that in the bankruptcy the right of property vests in the Assignees as from the date of the act of bankruptcy, which was often a matter of days, and in the case of insolvency, it vests from the date of the petition of the insolvent, or from the date of the petition of a creditor followed by adjudication of insolvency, both of which are ascertainably public and notorious. This distinction (which by the way was fixed by the well-known decision of Lord Mansfield in Cooper *vs.* Chitty (1st Burrows 20) that a Sheriff who has seized the goods of a bankrupt after an Act of Bankruptcy, but before the commission (or fiat), and sold them after the commission (or fiat) and assignment, is liable to an action brought to the suits of the Assignees of a bankrupt for the recovery of goods of their value. The rule is established by this case, proven on the plain principle that when the Sheriff sold, that which he sold was not the property of the bankrupt (which alone he was authorized to sell), but the property of the Assignees—as is well-known to the English lawyer. It was also decided that the Assignees might, as the English law now stands (Vict. c. 32, and proceed against the Sheriff as for the breach of an implied contract for the proceeds of the goods (Kitchen *vs.* Campbell, 3 Wils 304),—Young *vs.* Marshall 5 Bing. 43; Clarke *vs.* Gilbert 2 Bing. N. C. 343) and the principle of the above decisions was extended to insolvency in the case of Grooves *vs.* Cowham, 10 Bing 3 (a case decided on the 34th Section of the Insolvent Act, 7 Geo. IV., c. 57). 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Lady Falkland, all chains and considerably damaged, and will require repairs previously to proceeding to sea.

Lord Dunfermline, still ashore and considerably damaged.

Lord Elgin, still ashore, will probably get off.

Lord Hobart, still ashore, will probably get off.

Lord Nelson, still ashore, will probably get off.

Lord Panmure, still ashore, will probably get off.

Lord Raglan, still ashore, will probably get off.

Lord Stanley, still ashore, will probably get off.

Lord Wellington, still ashore, will probably get off.

Lord Yarborough, still ashore, will probably get off.

Lucy Walker, still ashore, will probably get off.

Lutterworth, still ashore, will probably get off.

Lyttelton, still ashore, will probably get off.

Macaulay, still ashore, will probably get off.

Madagascar, still ashore, will probably get off.

Madeira, still ashore, will probably get off.

Madras, still ashore, will probably get off.

Magdalena, still ashore, will probably get off.

Magnet, still ashore, will probably get off.

Maidstone, still ashore, will probably get off.

Malabar, still ashore, will probably get off.

Malacca, still ashore, will probably get off.

Malakoff, still ashore, will probably get off.

Malcolm, still ashore, will probably get off.

Malta, still ashore, will probably get off.

Manchester, still ashore, will probably get off.

Manilla, still ashore, will probably get off.

Marathon, still ashore, will probably get off.

Marchioness of Ailsa, still ashore, will probably get off.

Marchioness of Bute, still ashore, will probably get off.

Marchioness of Clydesdale, still ashore, will probably get off.

Marchioness of Donegall, still ashore, will probably get off.

Marchioness of Hastings, still ashore, will probably get off.

Marchioness of Londonderry, still ashore, will probably get off.

Marchioness of Queensberry, still ashore, will probably get off.

Margaret, still ashore, will probably get off.

Margaret Ann, still ashore, will probably get off.

Margaret Brown, still ashore, will probably get off.

Margaret Evans, still ashore, will probably get off.

Margaret Hamilton, still ashore, will probably get off.

Margaret Hay, still ashore, will probably get off.

Margaret Hood, still ashore, will probably get off.

Margaret Jane, still ashore, will probably get off.

Margaret Kerr, still ashore, will probably get off.

Margaret Lee, still ashore, will probably get off.

Margaret Mitchell, still ashore, will probably get off.

Margaret Morrison, still ashore, will probably get off.

Margaret Ross, still ashore, will probably get off.

Margaret Scott, still ashore, will probably get off.

Margaret Stewart, still ashore, will probably get off.

Margaret Wilson, still ashore, will probably get off.

Margaretta, still ashore, will probably get off.

Margarita, still ashore, will probably get off.

Maria, still ashore, will probably get off.

Maria Antoinette, still ashore, will probably get off.

Maria Cristina, still ashore, will probably get off.

Maria Dolores, still ashore, will probably get off.

Maria Elena, still ashore, will probably get off.

Maria Elizabeth, still ashore, will probably get off.

Maria Emilia, still ashore, will probably get off.

Maria Fernanda, still ashore, will probably get off.

Maria Francisca, still ashore, will probably get off.

Maria Isabel, still ashore, will probably get off.

Maria Jane, still ashore, will probably get off.

Maria Josefa, still ashore, will probably get off.

Maria Luisa, still ashore, will probably get off.

Maria Pia, still ashore, will probably get off.

Maria Rosa, still ashore, will probably get off.

Maria Teresa, still ashore, will probably get off.

Mariana, still ashore, will probably get off.

Marianna, still ashore, will probably get off.

Marie, still ashore, will probably get off.

Marie Antoinette, still ashore, will probably get off.

Marie Caroline, still ashore, will probably get off.

Marie Louise, still ashore, will probably get off.

Marie Therese, still ashore, will probably get off.

Marion, still ashore, will probably get off.

Marion Glen, still ashore, will probably get off.

Marion Wilson, still ashore, will probably get off.

Mariposa, still ashore, will probably get off.

Mariquita, still ashore, will probably get off.

Marmion, still ashore, will probably get off.

Marmora, still ashore, will probably get off.

Marquis of Ailsa, still ashore, will probably get off.

Marquis of Bute, still ashore, will probably get off.

Marquis of Clydesdale, still ashore, will probably get off.

Marquis of Donegall, still ashore, will probably get off.

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Marquis of Londonderry, still ashore, will probably get off.

Marquis of Queensberry, still ashore, will probably get off.

Marsden, still ashore, will probably get off.

Martaban, still ashore, will probably get off.

Martha, still ashore, will probably get off.

Martha Brae, still ashore, will probably get off.

Martha Ellen, still ashore, will probably get off.

Martha Hay, still ashore, will probably get off.

Martha Hood, still ashore, will probably get off.

Martha Jane, still ashore, will probably get off.

Martha Kerr, still ashore, will probably get off.

Martha Lee, still ashore, will probably get off.

Martha Mitchell, still ashore, will probably get off.

Martha Morrison, still ashore, will probably get off.

Martha Ross, still ashore, will probably get off.

Martha Scott, still ashore, will probably get off.

Martha Stewart, still ashore, will probably get off.

Martha Wilson, still ashore, will probably get off.

Martinique, still ashore, will probably get off.

Mary, still ashore, will probably get off.

Mary Ann, still ashore, will probably get off.

Mary Anne, still ashore, will probably get off.

Mary Brown, still ashore, will probably get off.

Mary Elizabeth, still ashore, will probably get off.

Mary Ellen, still ashore, will probably get off.

Mary Hay, still ashore, will probably get off.

Mary Hood, still ashore, will probably get off.

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Mary Kerr, still ashore, will probably get off.

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Mary Wilson, still ashore, will probably get off.

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Mary Scott, still ashore, will probably get off.

Mary Stewart, still ashore, will probably get off.

Mary Wilson, still ashore, will probably get off.

Maryborough, still ashore, will probably get off.

Mauritius, still ashore, will probably get off.

Mauritius, still ashore, will probably get off.

Mauritius